



TOWN OF KILLINGLY

OFFICE OF THE TOWN MANAGER

172 Main Street

Killingly, CT 06239

Tel: 860 779-5300 Fax: 860 779-5382

PUBLIC HEARING ON ITEM 14(a) at 7:00 PM

Public Hearing – Virtual on WebEx

Phone – 1-415-655-0001

Access Code – 132 710 5328

TOWN COUNCIL MEETING

DATE: Tuesday, January 12, 2021

TIME: 7:00 PM

**PLACE: 172 Main Street, Killingly
(Council Members Only)**

Public can view the meeting on Facebook Live. Go to www.killinglyct.gov click on Facebook Live

1. CALL TO ORDER
2. PRAYER
3. PLEDGE OF ALLEGIANCE TO THE FLAG
4. ROLL CALL
5. ADOPTION OF MINUTES OF PREVIOUS MEETINGS
 - a) Regular Town Council Meeting – November 10, 2020
6. PRESENTATIONS, PROCLAMATIONS AND DECLARATIONS
7. UNFINISHED BUSINESS FOR TOWN MEETING ACTION
8. CITIZEN'S STATEMENT AND PETITION

Pursuant to Governor's Executive Order 7B, all public comment can be emailed to publiccomment@killinglyct.gov or mailed to Town of Killingly, 172 Main Street, Killingly, CT 06239 on or before the meeting. All public comment received prior to the meeting will be posted on the Town's website www.killinglyct.gov.
9. COUNCIL/STAFF COMMENTS

Visit us at: www.Killingly.org

This institution is an equal opportunity provider and employer.

10. APPOINTMENTS TO BOARDS AND COMMISSIONS
11. REPORTS FROM LIAISONS
 - a) Board of Education Liaison
 - b) Borough Council Liaison
12. DISCUSSION AND ACCEPTANCE OF MONTHLY BUDGET REPORTS
 - a) Summary Report on General Fund appropriations for Town government
 - b) System Object Based on Adjusted Budget for the Board of Education
13. CORRESPONDENCE/COMMUNICATIONS/REPORTS
 - a) Town Managers Report
14. UNFINISHED BUSINESS FOR TOWN COUNCIL ACTION
 - a) Consideration and Action an ordinance authorizing a transfer of up to \$880,945 to the established Unexpended Education Funds account
15. NEW BUSINESS
 - a) Consideration and action on a resolution to authorize execution of a ten-year lease agreement with two five-year extension periods with the State of Connecticut for the use of parking spaces in the municipal parking lot on Center Street.
 - b) Consideration and action on a resolution making recommendation to the U.S. Board on Geographic Names regarding an unnamed island in Killingly Pond.
 - c) Consideration and action on a resolution authorizing a transfer of \$100,000 from the sale proceeds of 125 Putnam Pike to the Economic Development Revolving Loan Fund and the establishment of said fund.
 - d) Consideration and action on a resolution to introduce and set a public hearing for February 9, 2021 on an ordinance to authorize a transfer from the sale proceeds of 125 Putnam Pike to the Economic Development Trust.
 - e) Consideration and action on a resolution authorizing a 2020-2021 Budgetary Transfer of up to \$18,000 from Contingency to the Community Center Contractual Services Budget for a renewed feasibility study to relocate the Community Center to Westfield Ave.
16. COUNCIL MEMBER REPORTS AND COMMENTS
17. EXECUTIVE SESSION
18. ADJOURNMENT

Note: Town Council meeting will be live streamed on Facebook and televised on Channel 22

Mr. Blake and Mr. Dube explained the ordinance and why the change is necessary. They responded to questions and comments from Council members.

5. Adjournment

Mr. Grandelski made a motion, seconded by Ms. George, to adjourn the meeting.

Voice Vote: Unanimous. Motion passed.

The meeting ended at 8:14 p.m.

Respectfully submitted,

Elizabeth Buzalski
Council Secretary

**KILLINGLY TOWN COUNCIL
PUBLIC HEARING**

DATE: TUESDAY, November 10, 2020

TIME: 7:00 P.M.

PLACE: Town Meeting Room
(Council Members only)

The Town Council of the Town of Killingly held a Public Hearing on Tuesday, November 10, 2020 at 7:00 p.m. in the Town Meeting Room of the Killingly Town Hall, 172 Main Street, Killingly, Connecticut which time interested persons were heard on the following ordinances: Agenda item 14a, an ordinance amending Chapter 14 of the Killingly Code of Ordinances to modify the length of time an assessment deferral or tax abatement agreement may be; agenda item 14b, an ordinance amending Chapter 12 of the Killingly Code of Ordinances to modify process to apply for a peddler or vendor permit; agenda item 14c, an ordinance amending Chapter 15 of the Killingly Code of Ordinances to include Article IV – Illicit Discharge and Connection to Stormwater System; and agenda item 14d, an ordinance to authorize the transfer of up to \$212,757 from the Highway Division unexpended funds for FY 19/20 to Road Renewal Capital Project Funds. The Public was invited by WebEx.

There were no public comments.

The Public Hearing was closed at 7:13 p.m.

**KILLINGLY TOWN COUNCIL
REGULAR MEETING**

DATE: TUESDAY, November 10, 2020

TIME: 7:00 P.M.

PLACE: TOWN MEETING ROOM
KILLINGLY TOWN HALL

AGENDA

The Town Council of the Town of Killingly held a Regular Meeting on Tuesday, November 10, 2020 at 7:00 p.m. in the Town Meeting Room of the Killingly Town Hall, 172 Main Street, Killingly, Connecticut. The agenda was as follows:

- 1. CALL TO ORDER**
- 2. PRAYER**
- 3. PLEDGE OF ALLEGIANCE TO THE FLAG**
- 4. ROLL CALL**
- 5. ADOPTION OF MINUTES OF PREVIOUS MEETINGS**
 - a) Special Town Council Meeting: October 6, 2020
 - b) Regular Town Council Meeting: October 13, 2020
 - c) Special Town Council Meeting: October 20, 2020
 - d) Special Town Council Meeting: October 29, 2020
- 6. PRESENTATIONS, PROCLAMATIONS AND DECLARATIONS**
 - a) Recognition of Veterans Day
- 7. UNFINISHED BUSINESS FOR TOWN MEETING ACTION**
- 8. CITIZEN'S STATEMENTS AND PETITIONS**

Pursuant to Governor's Executive Order 7B, all public comment can be emailed to publiccomment@killinglyct.gov or mailed to Town of Killingly, 172 Main Street, Killingly, CT 06239 on or before the meeting. All public comment received prior to the meeting will be posted on the Town's website www.killinglyct.gov.
- 9. COUNCIL/STAFF COMMENTS**
- 10. APPOINTMENTS TO BOARDS AND COMMISSIONS**
- 11. REPORTS FROM LIAISONS**
 - a) Board of Education Liaison
 - b) Borough Council Liaison
- 12. DISCUSSION AND ACCEPTANCE OF MONTHLY BUDGET REPORTS**
 - a) Summary Report on General Fund Appropriations for Town Government
 - b) System Object Based on Adjusted Budget for the Board of Education
- 13. CORRESPONDENCE/COMMUNICATIONS/REPORTS**
 - a) Town Manager Report
- 14. UNFINISHED BUSINESS FOR TOWN COUNCIL ACTION**
 - a) Consideration and action on an ordinance amending Chapter 14 of the Killingly Code of Ordinances to modify the length of time an assessment deferral or tax abatement agreement may be
 - b) Consideration and action on an ordinance amending Chapter 12 of the Killingly Code of Ordinances to modify process to apply for a peddler or vendor permit
 - c) Consideration and action on an ordinance amending Chapter 15 of the Killingly Code of Ordinances to include Article IV – Illicit Discharge and Connection to Stormwater System
 - d) Consideration and action on an ordinance to authorize the transfer of up to \$212,757 from the Highway Division unexpended funds for FY 19/20 to Road Renewal Capital Project Funds

15. NEW BUSINESS

- a) Discussion and potential action regarding the acquisition of five dam properties located in East Killingly from Wright Investors' Service Holdings Inc.

16. COUNCIL MEMBER REPORTS AND COMMENTS**17. EXECUTIVE SESSION**

- a) Potential acquisition of property - Wright Investors' Service Holdings, Inc. dams

18. ADJOURNMENT**KILLINGLY TOWN COUNCIL**

1. Chairman Anderson called the meeting to order at 7:13 p.m.
2. Prayer by Mr. Anderson.
3. Pledge of Allegiance to the flag.
4. Upon roll call all Councilors were present except Mr. Wood and Mr. LaPrade who were absent with notification. Ms. Wakefield attended virtually. Also present were Town Manager Calorio, Finance Director Hawkins, and Council Secretary Buzalski.
5. Adoption of minutes of previous meetings
Mr. Lee made a motion, seconded by Ms. George, to adopt the minutes of the Special Town Council Meeting of October 6, 2020, the Regular Town Council meeting of October 6, 2020, the Regular Town Council Meeting of October 13, 2020, the Special Town Council Meeting of October 20, 2020, and the Special Town Council Meeting of October 29, 2020.
Discussion followed.
Voice Vote: Unanimous. Motion passed.
6. Presentations, proclamations and declarations:
6a. Recognizing Veterans Day
Mr. Anderson read the following:

**PROCLAMATION RECOGNIZING NOVEMBER 11, 2020 AS
VETERANS DAY**

WHEREAS, Connecticut is blessed to be the home of over 187,600 veterans; and

WHEREAS, throughout the history of our nation, our men and women in uniform have risked their lives to protect the interests of our country and defend our freedoms; and

WHEREAS, Killingly residents live in freedom because of the contributions and sacrifices made by those who have served and by those who continue to serve; and

WHEREAS, these sacrifices are also made by the family members who support these men and women who preserve the liberties that enrich both this nation, the State and our Town; and

WHEREAS, on this Veterans Day, Killingly remembers that we are forever indebted to those who stepped forward to defend the blessing of liberty; and

WHEREAS, as we reflect upon the enormous contributions made to our Country, State and Town by our veterans, we also pay tribute to those who are currently serving in our Armed Forces at home and abroad and who remain committed to sustaining this legacy of unyielding patriotism;

NOW, THEREFORE, the Killingly Town Council hereby recognizes November 10, 2020, as **VETERANS DAY** in the Town of Killingly, and calls this observance to the attention of all our citizens.

*Presented this 10th day of November 2020 by
The Killingly Town Council*

7. Unfinished Business for Town Meeting Action: None

8. Citizens' Statements and Petitions:

All Citizens' Statements received prior to this meeting related to agenda item 15a.

Rick Ouellette wrote in opposition.

Palumbo Law, representing Bukk Carleton wrote in opposition.

David and Brenda Merchant, through P&Z, wrote in opposition.

Nicola Leonetti, owner of Stateline Campresort & Cabins voiced concerns about problems with greater public access and the cost.

Frank DeFelice submitted an outline of his concerns.

Shannon Cairo, Assistant Park Manager for Stateline Campresort, is concerned about the reservoir being drained.

Resha Garrish has concerns about the protection of the waterways.

Harold Kahn of WISH Holdings had a response to the questions about access to the properties.

Richard O'Keefe commented on the Certificates of Compliance from DEEP and the carrying costs of the property.

Daphne Righter is opposed to the acquisition.

Tracey Mulligan is opposed to the acquisition.

Jeané McCormack wrote seeking additional information and is concerned about wildlife preservation.

Bukk Carlton had a list of concerns about the acquisition.

Joyce McCormack Goff supports the acquisition for conservation reasons.

Amy Righter, esquire, would like to see the area remain intact to preserve the historic character of the area.

Jacob Gadbois, as a member of the Conservation Commission, would like to explore the possible Open Space use of the land.

9. Council/Staff Comments:

Mr. Lee commented on the perceived lack of notice given to the public about the meetings.

10. Appointments to Boards and Commissions: None

11. Reports from Liaisons:

11a. Report from the Board of Education Liaison:

No report.

11b. Report from the Borough Liaison:

Borough Liaison LaBerge reported on various activities of the Borough of Danielson.

12. Discussion and Acceptance of Monthly Budget Reports:

12a. Summary Report on General Fund Appropriations for Town Government:

Mr. Kerttula made a motion, seconded by Ms. George, to accept the summary report on general fund appropriations for Town Government.

Discussion followed.

Voice Vote: Unanimous. Motion passed.

12b. System Object Based on Adjusted Budget for the Board of Education:

Mr. Kerttula made a motion, seconded by Ms. George, to accept the system object based on adjusted budget for the Board of Education.

Discussion followed.

Voice Vote: Unanimous. Motion passed.

13. Correspondence/Communications/Reports:

13a. Town Manager Report

Town Manager Calorio discussed her report and responded to comments and questions from Council Members.

14. Unfinished Business for Town Council Action:

14a. Consideration and Action on an Ordinance Amending Chapter 14 Of The Code Of Ordinances For Revision Of The Discretionary Assessment Deferrals And Tax Abatements

Mr. Grandelski made a motion, seconded by Mr. Lee, to adopt the following:

**AN ORDINANCE AMENDING CHAPTER 14 OF THE CODE OF ORDINANCES FOR
REVISION OF THE DISCRETIONARY ASSESSMENT DEFERRALS AND TAX
ABATEMENTS**

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that, the following amendment as shown in underline or strike through to Chapter 14 Section 14-6e (2) of the Town of Killingly Code of Ordinances be adopted:

(e) Qualifying applicants and projects (defined as those meeting the criteria set forth in subsection (e)(1), in addition to any other lawful requirements imposed by the town council) within the enterprise corridor zone may be entitled to discretionary assessment deferrals and tax abatements with respect to real and personal property pursuant to C.G.S. § 32-71 (e).

(1) Criteria:

a. An applicant seeking discretionary assessment deferrals and tax abatements shall submit a letter to the town manager requesting a discretionary assessment deferral and tax abatement agreement, such letter to disclose all principals of the applicant and such other information as may be required by the town.

b. Projects pursuant to this subsection (e) must have a minimum of twenty-five million dollars (\$25,000,000) in estimated initial costs of construction, rehabilitation, machinery and equipment, excluding the costs of real property acquisition. (Amending Ord. C15-05 of 9-1-15)

(2) Discretionary assessment deferrals and tax abatements:

a. The Town of Killingly may, in its discretion and by a written discretionary assessment deferral and tax abatement agreement (agreement), provide additional tax assessment deferrals and tax abatements to commence at such time or on the occurrence of such conditions as the agreement shall provide and continue, ~~over a period not exceeding twenty-five (25) years~~, on any real or personal property located within the enterprise corridor zone. Such additional assessment deferrals and tax abatements may take the form of a series of specified annual real and personal

property tax payments to be made by the taxpayer in lieu of calculating a tax benefit based upon mill rate and assessment.

In order to derive a series of specified annual real and personal property tax payments described in subsection (e) (2) a. above, the town may enter into a discretionary assessment deferral and tax abatement agreement with a qualified applicant providing for the annual calculation of an assessment deferral of an amount sufficient, in conjunction with the applicable mill rate, to result in the specified tax payment for each year covered by such agreement.

In order to derive a series of specified annual real and personal property tax payments described in subsection (e)(2)a. above, the town may enter into a discretionary assessment deferral and tax abatement agreement with a qualified applicant providing for the annual calculation of a tax abatement of an amount sufficient, in conjunction with the applicable assessment (whether or not subject to deferral.), to result in the specified tax payment for each year covered by such agreement.

(3) Administration of discretionary assessment deferral and tax abatement agreements:

a. Discretionary assessment deferral and tax abatement agreements shall not be conveyed with the real property to which they apply, nor shall they be assigned, to a successor-in interest or assignee of a successful applicant, unless expressly authorized by such agreements. This provision shall apply to changes in controlling ownership of corporations and limited partnerships. (Connecticut General Statutes Section 34-9 et seq.)

b. Discretionary assessment deferral and tax abatement agreements may be recorded on the land records of the town, at the town's discretion. (Ord. No. 97-001, §§ 1—4, 1-14-97; Ord. No. 99-001, 1-12-99)

BE IT FURTHER ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that the amendment shall be published in summary with full copies available at the Town Clerk, Town Manager and Public Library for public inspection.

KILLINGLY TOWN COUNCIL
Jason Anderson
Chairman

Dated at Killingly, Connecticut
this 10th day of November 2020

Discussion followed.

Voice vote: Unanimous. Motion passed.

14b. Consideration and Action on an Ordinance Amending Chapter 12 of the Code of Ordinances for Revision of the Peddler and Vendor Permit Process

Mr. Kerttula made a motion, seconded by Mr. Grandelski to adopt the following:

**AN ORDINANCE AMENDING CHAPTER 12 OF THE CODE OF ORDINANCES FOR
REVISION OF THE PEDDLER AND VENDOR PERMIT PROCESS**

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that, the following amendment as shown in underline or strike through to Chapter 12 of the Town of Killingly Code of Ordinances be adopted:

Chapter 12

HAWKERS, PEDDLERS AND VENDORS¹

Art. I. Peddlers

Art. II. Hawkers, Peddlers, and Vendors on Town Property

ARTICLE I. IN GENERAL

Section 12-1 Definitions

The following definitions shall apply to the interpretation and enforcement of this chapter:

- (a) **Charitable** means patriotic, philanthropic, social service, benevolent, educational, civic or fraternal.
 - (b) **Contributions** mean alms, food, clothing, money, subscription, property or donation.
 - (c) **Hawker, peddler or vendor** as used in this chapter means any person, whether principal or agent, who goes from town to town or from place to place or from house to house in the same town selling or bartering or carrying for sale or barter or exposing therefore any food, goods, wares or merchandise either on foot or from any vehicle.
 - (d) **Person** means any individual, partnership, corporation or association.
 - (e) **Religions and religion** shall not mean and include the word "charitable" as herein defined but shall be given their commonly accepted definitions.
 - (f) **Solicit and solicitation** means the request directly of money, credit, property, financial assistance or other items of value on the plea or representation that such money, credit, property, financial assistance or other items of value will be used for a charitable or religious purpose.
- (Ord. No. 99-014, 8-10-99)

Section 12-2 Registration, license required, application; identification: investigation

- (a) Except as provided in section 12-8, no person shall sell or expose or offer for sale or solicit orders for any articles of food or any goods, wares, merchandise, materials or services or solicit for any contracts within the town unless he shall have registered with the ~~town clerk~~ **Town Manager** or ~~some persons~~ designated ~~by him~~, made application for a license, and obtained identifying credentials as hereinafter provided.
- (b) The applicant for the license shall complete an application form provided by the ~~town clerk~~ **Town Manager** which shall contain the following information:
 - (1) The full name, home address and business address of the registrant, along with the telephone numbers at each address.
 - (2) A physical description of the registrant including sex, age, height, weight, physical build, color of hair and eyes, complexion and identifying scars, marks and characteristics, if any.

¹ Editor's note—Ord. No. 99-014, adopted Aug. 10, 1999, amended Ch. 12 in its entirety to read as herein set out. Prior to amendment, Ch. 12 pertained to peddlers and vendors and derived from ordinances of Sept. 9, 1980, §§ 1—X; May 11, 1982, §§ 1—4; and March 16, 1994, §§ 1—5.

(3) The name, address and telephone number of his employer, principal or contract associates.

(4) The purpose for which the applicant desires to obtain credentials and particularly the type of food, goods, wares, merchandise, materials, services or contracts with or in which he intends to deal.

(5) Description of vehicle to be used for transportation including year, make, model and license plate.

(5) Whether, when, where and on what charges he has ever been arrested, together with the disposition of such charges.

(6) Whether, when, where, in what court and by whom he or any present or former employer, principal or contract associate has ever been sued in a civil action alleging fraud or misrepresentation in connection with or as a result of the registrant's activities in soliciting for any contract or in selling, exposing or offering for sale or soliciting orders for any articles of food or any goods, wares, merchandise, materials or service.

(c) The applicant, at the time of executing such application form, shall also submit identification satisfactory to the ~~town-clerk~~ **Town Manager**. Each application shall be signed by the applicant and sworn to before a justice of the peace or other person authorized by the laws of the State of Connecticut to administer oaths.

(d) The ~~town-clerk~~ **Town Manager** may defer the issuance of a license pending investigation for a period not to exceed seven (7) days.

(e) Pursuant to the provisions of section 21-37 of the Connecticut General Statutes, no permit shall be issued to any for-profit person or entity under this section unless such person or entity has obtained a permit to engage in or transact business as a seller within this state in accordance with section 12-409 of the Connecticut General Statutes. (Ord. No. 99-014, 8-10-99)

Section 12-3 Registration fee

The fee for such registration and credentials, charged solely for the purpose of defraying the cost of administering this chapter shall be one hundred fifty dollars (\$150.00) per person and shall be payable upon the filing of the registration form. (Ord. No. 99-914, 8-10-99)

Section 12-4 Registration expiration

Such registration and credentials shall expire on the thirty-first day of December, subsequent to the date on which they are filed and issued, unless sooner revoked as hereinafter provided. Except as provided in section 12-8, no person whose registration and credentials have expired shall engage in any of the activities named in section 12-2 until he shall again have registered with the ~~town-clerk~~ **Town Manager**, obtained current identifying credentials and paid a fee of one hundred fifty dollars (\$150.00) per person as in the original registration. (Ord. No. 99-014, 8-10-99)

Section 12-5 Identifying credentials

The ~~town-clerk~~ **Town Manager** shall issue identifying credentials to each person filing a registration form in accordance with the provisions of section 12-2. Said credentials shall bear the same identifying number appearing on the holder's registration form and shall set forth the name, home address and business address of the registrant, the

name and address of his employer, principal or contract associates, the type of contracts, food, goods, wares, merchandise, materials or services with or in which he has registered to sell, and the date of issuance and date of expiration of said credentials. Each person to whom credentials have been issued pursuant to this section shall carry them upon his person at all times while engaged in the activities in connection with which he has registered and shall exhibit them forthwith to any person who shall ask to see them. (Ord. No. 99-014, 8-10-99)

Section 12-6 Refusal or revocation of credentials

Such credentials shall be refused or, after issuance, revoked by the ~~town clerk~~ Town Manager and immediately returned to him if the registrant has made any false statement or representation in any registration form filed by him pursuant to this chapter, has been convicted of any crime or misdemeanor involving moral turpitude or of any violation of this chapter, or in the case of the sale of food items, if the registrant has failed to obtain the necessary certification from the Northeast District Department of Health. In the event credentials are refused, no fee shall be charged. There shall be no refund when credentials, after being issued, are revoked. (Ord. No. 99-014, 8-10-99)

Section 12-7 Records of registration

It shall be the duty of the ~~town clerk~~ Town Manager to keep a record of all licenses granted under the provisions of this chapter giving the number and date of all licenses, the name, age and residence of the person licensed the amount of licensee fee paid and also the dates of revocation of any licenses revoked. A record shall be kept of each complaint concerning the activities of the registrant. (Ord. No. 99-014, 8-10-99)

Section 12-8 Persons exempted

Sections 12-2 through 12-7 shall not apply to:

- (a) Persons less than eighteen (18) years of age;
 - (b) Persons exempted under Connecticut General Statutes;
 - (c) Persons licensed by the State of Connecticut;
 - (d) Persons selling only to stores or other business establishments for resale;
 - (e) Charitable or religious organizations or their representatives;
 - (f) Persons acting pursuant to a license granted in accordance with Chapter 11, Article II, sections 11-39 and 11-40 of this Code of Ordinances shall be exempt from the provisions of this article during the time the outdoor event is being held.
- (Ord. No. 99-014, 8-10-99)

Section 12-9 Hours of operation

(a) The Town Manager or ~~his~~ designee shall have the right to suspend the rights of all persons licensed or permitted pursuant to this chapter [article] to engage in permitted or licensed activities on public sidewalks or roadways for specific limited periods of time during which an actual special event may be conducted. Such actions by the Town Manager shall be posted on the town signpost at least forty-eight (48) hours prior to the conducting of any such event. The suspension shall be limited to such times and places as the Town Manager shall determine are necessary to provide for free access

on the public roads and sidewalks and to avoid nuisances and congestion dangerous to either pedestrians, onlookers, or motor vehicle traffic during the actual event. No persons shall be guilty of violation of this section unless and until they have refused to relocate after being informed that they are in a restricted area at a restricted time by an appropriate municipal officer.

(b) No person, whether exempt or not from the provisions of this chapter under any circumstance, may sell, barter or carry for sale or barter or expose any food, wares or merchandise either on foot or from any vehicle, or solicit contributions for any charitable or religious cause before the hours of 8:00 a.m. or after 9:00 p.m.

(c) No vendor's license or other conveyance or stand shall stop or be set up at a location that is not in the public interest or that constitutes a hazard or compromise of public safety. No vendor shall operate on a public highway and within twenty-five (25) feet of any intersecting driveway, bus stop or crosswalk, or within fifty (50) feet of any intersection.

(d) No vendor's vehicle or other conveyance or stand is permitted to locate on private property without written consent from the owner thereof, which consent must state the specified time of permission. Vending from a fixed location is prohibited in all residential zoning districts. (Ord. No. 989-014, 8-10-99)

Section 12-10 Violations and penalties

Any person who shall violate any provision of this chapter or shall make any false statement or misrepresentation on an application form filed pursuant to this chapter shall be subject to a fine of not more than one hundred dollars (\$100.00) for each offense and the license of such person shall be revoked immediately for the balance of the year. No new license shall be issued to that person during said license year. Each day of selling, offering for sale or soliciting without credentials as required by the chapter shall be considered a separate offense.

(Ord. No. 99-014, 8-10-99)

Sections 12-11 - 12-20. Reserved.

ARTICLE II. HAWKERS, PEDDLERS, AND VENDORS ON TOWN PROPERTY

Section 12-21 Purpose

It is the intention of this article to provide for the protection of the health, welfare, property and safety of the public in general through the registration and licensing of vendors on municipally.

Section 12-22 Registration

(a) No person on municipally-owned property shall expose or offer for sale any article of food, nor shall cause to station or place any stand, cart or vehicle for the transportation, sale or display of any such article or food unless registered with the town and with necessary health department permits.

(b) The Town Manager or ~~his~~ designee is hereby empowered to adopt and establish such regulations concerning the manner of registration, number of vendors, schedule of fees, hours of operation, duration of permit and all other requirements to protect the public welfare. (Ord. No. 99-014, 8-10-99)

Section 12-23 Liability of permittee

Any person to whom a permit is issued shall be liable for any loss, damage or injury sustained by any person or property by reason of negligence on the part of the person engaged in the activity being sponsored under the permit, and shall agree to hold the town and any of its agents and employees harmless from any and all losses caused by the permittee or any person engaged in activity being sponsored under the permit.

(Ord. No. 99-014, 8-10-99)

Section 12-24 Permit revocation

(a) Responsibility for the proper regulation and licensing of vendors on municipally owned property shall be vested in the director of parks and recreation under the direction of the Town Manager.

(b) The vendor's permit issued under this article may be revoked by the Town Manager at any time during the life of such permit for any violation by the permittee, or of any violation of the Code of the town or any other applicable state law.

(Ord. No. 99-014, 8-10-99)

BE IT FURTHER ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that the amendment shall be published in summary with full copies available at the Town Clerk, Town Manager and Public Library for public inspection.

KILLINGLY TOWN COUNCIL
Jason Anderson
Chairman

Dated at Killingly, Connecticut
this 10th day of November 2020

Discussion followed.

Voice vote: Unanimous. Motion passed.

14c. An Ordinance Amending Chapter 15 of the Code of Ordinances to Include Article IV – Illicit Discharge and Connection to Stormwater System

Mr. Grandelski made a motion, seconded by Ms. George, to adopt the following:

**AN ORDINANCE AMENDING CHAPTER 15 OF THE CODE OF ORDINANCES TO
INCLUDE ARTICLE IV – ILLICIT DISCHARGE AND CONNECTION TO
STORMWATER SYSTEM**

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that, the following amendment to add Article IV – Illicit Discharge and Connection to Stormwater System to Chapter 15 of the Town of Killingly Code of Ordinances be adopted:

Article IV - Illicit Discharge and Connection to Stormwater System**SECTION 15-150. PURPOSE/INTENT.**

The purpose of this ordinance is to provide for the health, safety, and general welfare of the citizens of the Town of Killingly through the regulation of non-storm water discharges to the

storm drainage system to the maximum extent practicable as required by federal and state law. This ordinance establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process.

The objectives of this ordinance are:

- 1) To prohibit and eliminate illicit connections and discharges to the municipal separate storm sewer system
- 2) To establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this ordinance

SECTION 15-151. DEFINITIONS.

For the purposes of this ordinance, the following shall mean:

Authorized Enforcement Agency: The Town Manager. The Town Manager may, in writing, designate other employees and designees as deputy authorized agents to act through the authorized agent.

Best Management Practices (BMPs): schedules of activities, practices (and prohibitions of practices), structures, vegetation, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants to waters of the state consistent with state, federal or other equivalent and technically supported guidance. BMPs also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or waste disposal, or drainage from material storage.

Clean Water Act: The federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

Construction Activity: Any activity associated with construction at a site including, but not limited to, clearing and grubbing, grading, excavation, and dewatering.

Hazardous Materials: Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Illegal Discharge: Any direct or indirect non-storm water discharge to the storm drain system, except as exempted in Section 7 of this ordinance.

Illicit Connections: An illicit connection is defined as either of the following: Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system including but not limited to any conveyances which allow any non-storm water discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency or, any drain or conveyance connected from a commercial or industrial land use to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

Industrial Activity: Activities subject to NPDES Industrial Permits as defined in 40 CFR,

Section 122.26 (b)(14).

MS4: Municipal separate storm sewer system

National Pollutant Discharge Elimination System (NPDES) Storm Water Discharge

Permit: means a permit issued by EPA (or by a State under authority delegated pursuant to 33 USC § 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

Non-Stormwater Discharge: Any discharge to the storm drain system that is not composed entirely of storm water.

Person: Any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or as the owner's agent.

Pollutant: Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordinances, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

Premises: Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

Storm Drainage System: Publicly-owned facilities by which storm water is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

Stormwater: Waters consisting of rainfall runoff, including snow or ice melt, during a rain event.

Stormwater Pollution Prevention Plan: A document which describes the BPM and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce Pollutant discharges to Stormwater, Stormwater conveyance systems, and/or receiving waters to the maximum extent practicable.

Wastewater: Any water or other liquid, other than uncontaminated storm water, discharged from a facility.

SECTION 15-152. APPLICABILITY.

This ordinance shall apply to all water entering the storm drain system generated on any developed and undeveloped lands unless explicitly exempted by an authorized enforcement agency.

SECTION 15-153. SEVERABILITY.

The provisions of this ordinance are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or

application of this Ordinance.

SECTION 15-154. RESPONSIBILITY FOR ADMINISTRATION.

The Town Manager or designee shall administer, implement and enforce the provisions of this ordinance. Any powers granted or duties imposed upon the Town Manager may be delegated in writing by the Town Manager to persons or entities acting in the beneficial interest of or in the employ of the Town of Killingly.

SECTION 15-155. ULTIMATE RESPONSIBILITY.

The standards set forth herein and promulgated pursuant to this ordinance are minimum standards; therefore, this ordinance does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

SECTION 15-156. DISCHARGE PROHIBITIONS.

Prohibition of Illegal Discharges:

No Person shall discharge or cause to be discharged into the municipal storm drain system or watercourses any materials, including but not limited to Pollutants or waters containing any Pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water.

The commencement, conduct or continuance of any illegal discharge to the storm drain system is prohibited except as described as follows:

- a) The following discharges are exempt from discharge prohibitions established by this ordinance: uncontaminated ground water discharges including, but not limited to, pumped ground water, foundation drains, water from crawl space pumps and footing drains; irrigation water including, but not limited to, landscape irrigation and lawn watering runoff; residual street wash water associated with sweeping; discharges or flows from firefighting activities (except training); and naturally occurring discharges such as rising ground waters, uncontaminated ground water infiltration (as defined at 40 CFR 35.2005(20)), springs, diverted stream flows and flows from riparian habitats and wetlands.
- b) Any non-stormwater discharge to the MS4 authorized by a permit issued pursuant to Section 22a-430 or 22a-430b of the Connecticut General Statutes is also authorized under this ordinance.

Prohibition of Illicit Connections:

- a) The construction, use, maintenance or continued existence of illicit connections to the storm drain system is prohibited.
- b) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
- c) A Person is considered to be in violation of this ordinance if the Person connects a line conveying sewage to the MS4 or allows such a connection to continue.

SECTION 15-157. SUSPENSION OF MS4 ACCESS.

Suspension due to Illicit Discharges in Emergency Situations

The Town Manager, or designee, may, without prior notice, suspend MS4 discharge access to a Person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4 or waters of the United States. If the violator fails to comply with a suspension order issued in an emergency, the Town Manager or designee may take such steps as deemed necessary to prevent or minimize damage to the MS4 or waters of the United States, or to minimize danger to persons.

Suspension due to the Detection of Illicit Discharge

Any Person discharging to the MS4 in violation of this ordinance may have their MS4 access terminated if such termination would abate or reduce an illicit discharge. The Town Manager or designee will notify a violator of the proposed termination of its MS4 access. The violator may petition the Town Manager for a reconsideration and hearing.

A Person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this Section, without the prior approval of the Town Manager or designee.

SECTION 15-158. INDUSTRIAL OR CONSTRUCTION ACTIVITY DISCHARGES.

Any Person subject to an industrial or construction activity NPDES storm water discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the Town prior to the allowing of discharges to the MS4.

SECTION 15-159. MONITORING OF DISCHARGES.

Applicability.

This section applies to all facilities that have storm water discharges associated with industrial activity, including construction activity.

Access to Facilities.

- a) The Town shall be permitted to enter and inspect facilities subject to regulation under this ordinance as often as may be necessary to determine compliance with this ordinance. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the Town Manager.
- b) Facility operators shall allow the Town ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of an NPDES permit to discharge storm water, and the performance of any additional duties as defined by state and federal law.
- c) The Town shall have the right to set up on any permitted facility such devices as are necessary in the opinion of the Town Manager, or designee, to conduct monitoring and/or sampling of the facility's storm water discharge.
- d) The Town Manager, or designee, has the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.
- e) Any temporary or permanent obstruction to safe and easy access to the facility to be

inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the Town Manager and shall not be replaced. The costs of clearing such access shall be borne by the operator.

f) Unreasonable delays in allowing the Town Manager, or designee, access to a permitted facility is a violation of a storm water discharge permit and of this ordinance. A Person who is the operator of a facility with a NPDES permit to discharge storm water associated with industrial activity commits an offense if the Person denies the Town Manager, or designee, reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this ordinance.

g) If the Town Manager, or designee, has been refused access to any part of the premises from which stormwater is discharged, and he/she is able to demonstrate probable cause to believe that there may be a violation of this ordinance, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this ordinance or any order issued hereunder, or to protect the overall public health, safety, and welfare of the Town of Killingly, then the Town Manager, or designee, may seek issuance of a search warrant from any court of competent jurisdiction.

SECTION 15-160. REQUIREMENT TO PREVENT, CONTROL, AND REDUCE STORM WATER POLLUTANTS BY THE USE OF BEST MANAGEMENT PRACTICES.

The Town Manager, or designee, will adopt requirements identifying BMPs for any activity, operation, or facility which may cause or contribute to pollution or contamination of storm water, the storm drain system, or waters of the U.S. The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses through the use of these structural and non-structural BMPs. Further, any Person responsible for a property or premise, which is, or may be, the source of an illicit discharge, may be required to implement, at said Person's expense, additional structural and non-structural BMPs to prevent the further discharge of Pollutants to the MS4. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of storm water associated with industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this section. These BMPs shall be part of a stormwater pollution prevention plan (SWPP) as necessary for compliance with requirements of the NPDES permit.

SECTION 15-161. WATERCOURSE PROTECTION.

Every Person owning property through which a watercourse passes, or such Person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

SECTION 15-162. NOTIFICATION OF SPILLS.

Notwithstanding other requirements of law, as soon as any Person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of

any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into storm water, the storm drain system, or water of the U.S. said Person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said Person shall notify the Town Manager, or designee, in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the Town Manager within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

SECTION 15-163. ENFORCEMENT

Notice of Violation.

Whenever the Town finds that a person has violated a prohibition or failed to meet a requirement of this Ordinance, the Town Manager, or designee, may issue a notice of violation and order compliance by written notice of violation to the responsible person. The notice of violation shall contain, at a minimum: (1) The name and address of the alleged violator; (2) The address when available or a description of the building, structure or land upon which the violation is occurring, or has occurred; (3) A statement specifying the nature of the violation; (4) A description of the remedial measures necessary to restore compliance with this ordinance and a time schedule for the completion of such remedial action. It is not the responsibility of the Town of Killingly to formulate or design any remedial systems; (5) A statement of the penalty or penalties that shall or may be assessed against the person to whom the notice of violation is directed; and (6) A statement that the determination of violation may be appealed to a hearing officer appointed by the Town Manager by filing a written notice of appeal within fifteen (15) days from the date of the written Notice of Violation.

Such notice may require without limitation:

- a) The performance of monitoring, analyses, and reporting;
- b) The elimination of illicit connections or discharges;
- c) That violating discharges, practices, or operations shall cease and desist;
- d) The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property;
- e) Payment of a fine or penalty to recoup costs incurred by the Town;
- f) Suspension of any discharge to the MS4 system consistent with Section 8 of this ordinance;
- g) The implementation of source control or treatment BMPs; and
- h) The reporting of the violation to the Connecticut Department of Energy and Environmental Protection (CTDEEP) and/or the United States Environmental Protection Agency (EPA)

If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Where elimination is not possible within 60 days of source confirmation, a schedule for its elimination

will be set for no more than 180 days.

Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work may be done by a designated governmental agency or a contractor and the expense thereof shall be charged to the violator.

SECTION 15-164. APPEAL OF NOTICE OF VIOLATION.

Any person receiving a Notice of Violation may appeal the determination of the Town Manager, or designee. Such appeal shall be conducted in accordance with the provisions of Section 1-10 of the Cod of Ordinances of the Town of Killingly.

SECTION 15-165. ENFORCEMENT MEASURES AFTER APPEAL.

If the violation has not been corrected pursuant to the requirements set forth in the Notice of Violation, or, in the event of an appeal, within thirty (30) days of the decision of the hearing officer upholding the decision of the Town Manager or designee, then representatives of the authorized enforcement agency may enter upon the subject private property and are authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any Person, owner, agent or person in possession of any premises to refuse to allow the government agency or designated contractor to enter upon the premises for the purposes set forth above.

SECTION 15-166. COST OF ABATEMENT OF THE VIOLATION.

Within thirty (30) days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. The property owner may file a written protest objecting to the amount of the assessment within fifteen (15) days. If the amount due is not paid within a timely manner as determined by the decision of the hearing officer or by the expiration of the time in which to file an appeal, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment.

Any person violating any of the provisions of this article shall become liable to the town by reason of such violation. The liability shall be paid in not more than twelve (12) equal payments. Interest at the rate of eighteen (18) percent per annum shall be assessed on the balance beginning on the first (1st) day following discovery of the violation.

SECTION 15-167. INJUNCTIVE RELIEF.

It shall be unlawful for any Person to violate any provision or fail to comply with any of the requirements of this Ordinance. If a Person has violated or continues to violate the provisions of this ordinance, the authorized enforcement agency may petition for a preliminary or permanent injunction restraining the Person from activities which would create further violations or compelling the Person to perform abatement or remediation of the violation.

SECTION 15-168. COMPENSATORY ACTION.

In lieu of enforcement proceedings, penalties, and remedies authorized by this Ordinance, the authorized enforcement agency may impose upon a violator alternative compensatory actions, such as storm drain stenciling, attendance at compliance workshops, watershed cleanup, etc.

SECTION 15-169. VIOLATIONS DEEMED A PUBLIC NUISANCE.

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this Ordinance is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken.

SECTION 15-170. CRIMINAL PROSECUTION; COSTS AND EXPENSES.

Any person that has violated or continues to violate this ordinance shall be liable to criminal prosecution to the fullest extent of the law. Violation of this Ordinance shall be deemed to constitute an offense under the laws of the State of Connecticut. For intentional and flagrant violations of this Ordinance, the Town Manager, or designee, may refer the violation to the United States Environmental Protection Agency (EPA) for enforcement of penalties under Sections 309 and 311 of the Clean Water Act.

The Town of Killingly may recover all attorney's fees court costs and other expenses associated with enforcement of this ordinance, including sampling and monitoring expenses and costs of remediation.

SECTION 15-171. REMEDIES NOT EXCLUSIVE.

The remedies listed in this ordinance are not exclusive of any other remedies available under any applicable federal, state or local law and it is within the discretion of the authorized enforcement agency to seek cumulative remedies.

BE IT FURTHER ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that the amendment shall be published in summary with full copies available at the Town Clerk, Town Manager and Public Library for public inspection.

KILLINGLY TOWN COUNCIL
Jason Anderson
Chairman

Dated at Killingly, Connecticut
this 10th day of November 2020

Discussion followed.

Voice vote: Unanimous. Motion passed.

14d. Consideration and action on an ordinance to authorize the transfer of up to \$212,757 from the Highway Division unexpended funds for FY 19/20 to Road Renewal Capital Project Funds

Mr. Grandelski made a motion, seconded by r. Kerttula, to adopt the following:

AN ORDINANCE AUTHORIZING A TRANSFER OF UP TO \$212,757 TO THE ROAD RENEWAL CAPITAL ACCOUNT FROM FISCAL YEAR 2019-2020

**UNEXPENDED HIGHWAY SUPERVISION, CENTRAL GARAGE AND
HIGHWAY DEPARTMENT BUDGETS**

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that a transfer of up to \$212,757 be transferred to the Road Renewal Capital Project Account.

BE IT FURTHER ORDAINED that the source of said transfer shall be from the fiscal year end 2019-2020 department budgets of Highway Supervision up to \$38,258, Central Garage up to \$84,032 and Highway Maintenance up to \$90,467 and the Town Manager has further certified that said sums of \$212,757 is unencumbered within the accounts specified

KILLINGLY TOWN COUNCIL

Jason Anderson

Chairman

Dated at Killingly, Connecticut
This 13th day of November 2020

Discussion followed.

Voice vote: Unanimous. Motion passed.

15. New Business:

15a. Discussion and potential action regarding the acquisition of five dam properties located in East Killingly from Wright Investors' Service Holdings Inc.

Passed until after Executive Session.

17. Executive Session:

Mr. Grandelski made a motion to move to Executive Session with Town Manager Calorio, Town Attorney Roberts, Finance Director Hawkins, and Town Engineer Capacchione for discussion of agenda item 15a.

Voice vote: Unanimous. Motion passed.

Moved to Executive Session at 8:16 p.m. and returned at 9:17 p.m.

15. New Business:

15a. Discussion and potential action regarding the acquisition of five dam properties located in East Killingly from Wright Investors' Service Holdings Inc.

Mr. Kerttula made a motion, seconded by Mr. Lee, to decline the acquisition of five dam properties and ask the Town Manager to advocate on behalf of WISH and the Town of Killingly with the State of Connecticut DEEP for possible State of Connecticut DEEP acquisition of these properties.

Discussion followed.

Voice Vote: Unanimous. Motion passed.

16. Council Member Reports and Comments:

Mr. Kerttula reported on the Permanent Building Commission and the Open Space Land Acquisition meetings.

Ms. George attended the Planning & Zoning meeting.

Ms. Wakefield attended the Borough meeting and reported on the Rec Commission meeting..

18. Adjournment:

Mr. Lee made a motion, seconded by Mr. Kerttula, to adjourn the meeting.

Voice Vote: Unanimous. Motion passed.

The meeting ended at 9:30 p.m.

Respectfully submitted,

Elizabeth Buzalski
Council Secretary

DRAFT



TOWN OF KILLINGLY

FINANCE DEPARTMENT

172 Main Street, Killingly, CT 06239

Tel: 860-779-5339 Fax: 860-779-5363

Finance Department Budget Review

December 31, 2020

To: Mary Calorio, Town Manager

December 2020 Revenues

As of December 2020, year to date collections for the Town's fiscal year 2020-2021 appear to be within expectations at 61.77% of the overall budget for general town revenue. In the prior year, December 2019 revenue collections represented 57.95%. Property tax revenues, building permits and planning and zoning permits continue to have favorable collections as compared to this same time period in the prior year. Tax collections for the current year levy remain favorable at 66.47%, while back tax collections are 50.14% compared to prior year collection rates at 61.17% and 35.92%, respectively. In prior years licenses and permit revenues typically average around 42% at this time of the year, however the Town has collected 104.74% of such budgeted revenues to date.

Certain installments of certain grant revenues from the State of CT have been received in the month of December.

December 2020 Expenditures

Budget to actual results for total Town operations and debt service expenditures are currently at 36.09% for the month of December 2020 compared to 32.89% in the prior year (December 2019). There are no new expenditure line items in the current month with significant year to date. Please see the attached prior month discussion for those expenditure line items with significant utilization, but remain within budgeted expectations.

Prior Month Discussion:

1. Information Technology – Contractual Services

Current expenditures for information technology included quarterly installments for many of the Town's IT products. Current costs to date remain with budgeted expectations.

2. Registration/Elections - Contractual Services

Year to date expenditures represent the costs associated with the annual maintenance contract for the Town's voter/elections systems is renewable each fiscal year in July. Additional expenditures were incurred in connection with the August Primary elections, which were postponed into this fiscal year due to COVID-19.

December 2020 Expenditures (Continued)

Prior Month Discussion (Continued):

3. Town Commission and Services Agencies – Contractual Services -
Budgeted expenditures remain consistent with expectations. Year to date utilization of budget is higher than overall budget expectations due to the timing of payments due each year for the activities related to Town commissions and related service agencies.
4. Highway Maintenance- Materials and supplies
Current expenditures reflect commitments for line striping, tree removal and paving projects on various Town roadways to be conducted during the summer/fall season. These are planned initiatives reflective of what has been approved in the current year budget.
5. Parks and Grounds – Contractual Services
Year to date costs reflect costs associated with River Trail to repair certain sections of fencing. At the current time overall costs for this line item are anticipated to remain within budgeted expectations.
6. Public Library - Contractual Services
Costs related to data processing are renewed annually and are within budget expectations.
7. Capital Outlay- (various departments) -
Annually as part of the budget process, the budget includes the annual contribution from each department to the Capital non-recurring Fund (CNR) to manage our renewal and replacement program for the Town's fleet of equipment and vehicles. These amounts are budgeted in the respective department capital outlay line item. This planned transfer from the General Fund has been made in the current month resulting in the full utilization of the capital outlay line item for most departments. In prior years, this transfer has not been made until December or January which results in a higher utilization of overall budgeted expenditures when compared to the same time frame in prior year.
8. Human Service Subsidies
A majority of the Town's human service subsidy contracts are paid in quarterly installments. Costs are consistent with the prior year and are within current budget expectations.
9. Insurance
Insurance contracts are paid in quarterly installments. Costs are consistent with the prior year and are within current budget expectations.

TOWN OF KILLINGLY
Estimated Revenue Detail
Monthly Report Through December 2020

REVENUE ITEM	Fiscal Year 2020-2021		
	Budget	December	Percent
TAXES			
Current Property Taxes	35,545,708	23,625,834	66.47%
Back Taxes	600,000	300,832	50.14%
Penalty Fees	8,000	3,453	43.16%
Tax Interest	290,000	112,669	38.85%
Supplemental Motor Vehicle	375,000	-	0.00%
Remediation Financing	(150,595)	(75,298)	50.00%
TOTAL	\$36,668,113	23,967,491	65.36%
LICENSES & PERMITS			
Building Permits	200,000	209,391	104.70%
P&Z Permits	12,000	12,241	102.00%
Other Permits	7,000	6,005	85.79%
Airplane Tax	2,050	1,670	81.46%
TOTAL	\$221,050	\$229,307	103.74%
FINES & FEES			
Library Fines & Fees	14,500	2,591	17.87%
Alarm Reg Fees and Fines	4,000	4,350	108.75%
Animal Control Fines & Fees	500	1,637	327.40%
TOTAL	\$19,000	\$8,578	45.15%
USE OF MONEY & PROPERTY			
Interest Income	150,000	46,724	31.15%
Louisa E. Day Trust	60	-	0.00%
Thomas J. Evans Trust	30	-	0.00%
Communication Tower Lease	101,000	51,937	51.42%
TOTAL	\$251,090	\$98,661	39.29%
STATE GRANTS IN LIEU OF TAXES			
State-Owned Property	149,332	149,332	100.00%
Disability Exemption	4,000	4,583	114.59%
Veteran's Exemption	9,500	9,694	100.00%
Municipal Stabilization Grant (New)	268,063	268,063	100.00%
	\$430,895	\$431,673	100.18%
OTHER STATE GRANTS			
Pequot/Mohegan Fund Grant	102,239	31,395	30.71%
Municipal Grants - In - Aid	976,064	-	0.00%
Adult Education	94,181	67,087	71.23%
TOTAL	\$1,172,484	\$98,482	8.40%

TOWN OF KILLINGLY
Estimated Revenue Detail
Monthly Report Through December 2020

REVENUE ITEM	Fiscal Year 2020-2021		
	Budget	December	Percent
CHARGES OF SERVICE			
Community Development	70,000	-	0.00%
Town Clerk	160,000	88,519	55.32%
Conveyance Tax	200,000	116,831	58.42%
Elderly Housing - Sewer PILOT	27,626	-	0.00%
Recreation	130,000	11,681	8.99%
District Collections	12,775	6,054	47.39%
TOTAL	600,401	223,085	37.16%
OTHER REVENUES			
Miscellaneous	85,000	64,487	75.87%
Sewer Assessment Fund	15,000	-	0.00%
Sewer Operating Fund	1,222,082	-	0.00%
PILOT - Telecommunications	50,000	-	0.00%
Law Enforcement - SRO Reimbursement	97,458	-	0.00%
School Capital Contribution	250,668	253,453	101.11%
TOTAL	1,720,208	317,940	18.48%
GENERAL TOWN REVENUE	\$41,083,241	\$25,375,217	61.77%
SCHOOL			
Educational Cost Sharing	15,245,633	3,811,408	25.00%
Vocational Agriculture	669,443	327,930	48.99%
Non-Public School - Health	22,871	-	100.00%
Tuition:			
Regular	1,516,536	789,163	52.04%
Special Ed-Voluntary	250,000	-	0.00%
Vocational-Agriculture	757,353	463,964	61.26%
TOTAL	\$18,461,836	5,392,465	29.21%
Fund Balance	600,000	-	0.00%
TOTAL REVENUES	60,145,077	30,767,681	51.16%

TOWN OF KILLINGLY
Estimated Expenditure Summary
Monthly Report Through December 2020

	Fiscal Year 2020-2021			
Expenditure	Budget	Transfers	December	Percent
GENERAL GOVERNMENT				
Town Council				
Contractual Services	34,300	-	10,692	31.17%
Materials and Supplies	1,000	-	141	14.06%
Total	\$35,300	\$0	\$10,832	30.69%
Town Manager				
Personnel Services	233,760	1,200	94,201	40.09%
Contractual Services	25,350	-	8,785	34.66%
Materials and Supplies	3,500	-	300	8.56%
Total	\$262,610	\$1,200	\$103,286	39.15%
Legal Services				
Contractual Services	99,200	-	36,096	36.39%
Total	\$99,200	\$0	\$36,096	36.39%
Town Clerk				
Personnel Services	159,485	3,020	77,591	47.75%
Contractual Services	30,600	-	12,095	39.53%
Materials and Supplies	1,800	-	1,339	74.37%
Total	\$191,885	\$3,020	\$91,025	46.70%
Finance				
Personnel Services	237,960	2,940	114,972	47.73%
Contractual Services	53,450	-	17,858	33.41%
Materials and Supplies	1,700	-	207	12.16%
Total	\$293,110	\$2,940	\$133,037	44.94%
Assessor				
Personnel Services	174,980	4,150	54,427	30.38%
Contractual Services	6,560	-	2,476	37.75%
Materials and Supplies	1,500	-	248	16.51%
Total	\$183,040	\$4,150	\$57,151	30.53%
Revenue Collection				
Personnel Services	189,790	-	91,910	48.43%
Contractual Services	36,270	-	3,450	9.51%
Materials and Supplies	2,300	-	752	32.71%
Total	\$228,360	\$0	\$96,112	42.09%
Registration/Elections				
Personnel Services	56,426	-	22,921	40.62%
Contractual Services	17,400	-	11,825	67.96%
Materials and Supplies	500	-	120	23.92%
Total	\$74,326	\$0	\$34,866	46.91%

TOWN OF KILLINGLY
Estimated Expenditure Summary
Monthly Report Through December 2020

Expenditure	Fiscal Year 2020-2021			Percent
	Budget	Transfers	December	
Town Comm. & Service Agencies				
Contractual Services	80,793	-	46,976	58.14%
Total	\$80,793	\$0	\$46,976	58.14%
Planning and Development				
Personnel Services	248,670	2,730	117,306	46.66%
Contractual Services	7,670	-	2,697	35.17%
Materials and Supplies	1,200	-	47	3.92%
Total	\$257,540	\$2,730	\$120,050	46.13%
Information Technology				
Contractual Services	213,000	-	107,200	50.33%
Total	\$213,000	\$0	\$107,200	50.33%
Town Hall Building				
Personnel Services	16,380	400	7,931	47.26%
Contractual Services	63,880	-	24,288	38.02%
Materials and Supplies	2,900	-	1,312	45.25%
Capital Outlay	14,206	-	14,206	100.00%
Total	\$97,366	\$400	\$47,737	48.83%
Economic Development				
Personnel Services	126,900	830	59,833	46.84%
Contractual Services	8,000	-	1,249	15.61%
Materials and Supplies	500	-	382	76.38%
Total	\$135,400	\$830	\$61,464	45.12%
Highway Division Supervision				
Personnel Services	198,950	1,970	92,924	46.25%
Contractual Services	9,070	-	3,305	36.44%
Materials and Supplies	750	-	98	13.10%
Capital Outlay	7,666	-	7,666	100.00%
Total	\$216,436	\$1,970	\$103,993	47.61%
Engineering				
Personnel Services	346,925	2,700	155,814	44.57%
Contractual Services	14,350	-	872	6.08%
Materials and Supplies	8,600	-	3,540	41.16%
Capital Outlay	11,074	-	11,074	100.00%
Total	\$380,949	\$2,700	\$171,299	44.65%
Central Garage				
Personnel Services	234,450	-	99,916	42.62%
Contractual Services	129,800	-	41,341	31.85%
Materials and Supplies	288,700	-	77,699	26.91%
Capital Outlay	6,067	-	6,067	100.00%
Total	\$659,017	\$0	\$225,023	34.15%
Highway Maintenance				
Personnel Services	853,895	-	344,820	40.38%
Contractual Services	58,000	-	13,215	22.78%
Materials and Supplies	325,833	-	238,996	73.35%
Capital Outlay	374,451	-	374,451	100.00%
Total	\$1,612,179	\$0	\$971,482	60.26%

TOWN OF KILLINGLY
Estimated Expenditure Summary
Monthly Report Through December 2020

Expenditure	Fiscal Year 2020-2021			
	Budget	Transfers	December	Percent
Highway Winter Maintenance				
Personnel Services	115,000	-	17,130	14.90%
Contractual Services	9,000	-	-	0.00%
Materials and Supplies	247,400	-	31,072	12.56%
Total	\$371,400	\$0	\$48,202	12.98%
Recreation Admin. & Program				
Personnel Services	388,992	2,750	145,473	37.13%
Contractual Services	56,950	-	8,899	15.63%
Materials and Supplies	19,000	-	928	4.88%
Capital Outlay	3,053	-	3,053	100.00%
Total	\$467,995	\$2,750	\$158,353	33.64%
Parks and Grounds				
Personnel Services	158,330	-	71,665	45.26%
Contractual Services	54,225	-	22,894	42.22%
Materials and Supplies	45,200	-	13,566	30.01%
Capital Outlay	18,613	-	18,613	100.00%
Total	\$276,368	\$0	\$126,738	45.86%
Public Library				
Personnel Services	409,557	12,990	193,426	45.78%
Contractual Services	135,860	-	69,825	51.39%
Materials and Supplies	14,500	-	3,417	23.57%
Capital Outlay	3,901	-	3,901	100.00%
Total	\$563,818	\$12,990	\$270,569	46.91%
Civic & Cultural Activities				
Contractual Services	3,500	-	-	0.00%
Total	\$3,500	\$0	\$0	0.00%
Community Center				
Personnel Services	17,500	-	7,802	44.58%
Contractual Services	129,800	-	23,297	17.95%
Materials and Supplies	8,500	-	2,492	29.32%
Total	\$155,800	\$0	\$33,592	21.56%
Other Town Buildings				
Contractual Services	13,535	-	4,645	34.32%
Materials and Supplies	1,000	-	192	19.19%
Total	\$14,535	\$0	\$4,837	33.28%
Building Safety & Inspections				
Personnel Services	295,175	2,000	137,600	46.30%
Contractual Services	7,050	-	3,395	48.16%
Materials and Supplies	1,950	-	278	14.25%
Capital Outlay	26,371	-	22,871	86.73%
Total	\$330,546	\$2,000	164,144	49.36%
Animal Control				
Contractual Services	54,454	-	13,614	25.00%
Materials and Supplies	60	-	-	0.00%
Total	\$54,514	\$0	13,614	24.97%

TOWN OF KILLINGLY
Estimated Expenditure Summary
Monthly Report Through December 2020

Expenditure	Fiscal Year 2020-2021			Percent
	Budget	Transfers	December	
Law Enforcement				
Personnel Services	524,875	5,000	162,836	30.73%
Contractual Services	507,968	-	16,915	3.33%
Materials and Supplies	27,900	-	5,977	21.42%
Capital Outlay	44,744	-	30,744	0.00%
Total	\$1,105,487	\$5,000	\$216,473	19.49%
Community Development				
Personnel Services	140,430	2,810	67,585	47.18%
Contractual Services	11,550	-	2,016	17.46%
Materials and Supplies	650	-	126	19.43%
Total	\$152,630	\$2,810	\$69,728	44.86%
Human Service Subsidies				
Contractual Services	553,369	-	307,879	55.64%
Total	\$553,369	\$0	\$307,879	55.64%
Employee Benefits				
Contractual Services	1,571,630	6,115	734,508	46.55%
Total	\$1,571,630	\$6,115	\$734,508	46.55%
Insurance				
Contractual Services	675,000	-	494,657	73.28%
Total	\$675,000	\$0	\$494,657	73.28%
Special Reserves & Programs				
Contractual Services	377,000	(51,605)	75,349	23.16%
Total	\$377,000	-\$51,605	\$75,349	23.16%
General Town Operating Expenditures	\$11,694,103	\$0	\$5,136,271	43.92%
Debt Service	3,739,682	-	308,686	8.25%
Total	\$3,739,682	\$0	\$308,686	8.25%
Solid Waste Disposal Fund Subsidy	234,801	-	-	0.00%
	234,801	\$0	\$0	0.00%
Due To CNR Education	329,217	-	329,217	100.00%
	329,217	\$0	\$329,217	100.00%
TOTAL OPERATIONS & DEBT SERVICE	\$15,997,803	\$0	\$5,774,174	36.09%
General Fund - Education	44,147,274	-	15,275,311	34.60%
	44,147,274	\$0	\$15,275,311	34.60%
Total Expenditures	\$60,145,077	\$0	\$21,049,485	35.00%

MEMO: Dr. Diane Summa, Interim Superintendent of Schools

FROM: Christine Clark, Manager of Business Affairs

RE: Monthly Financial Report (November 2020)

DATE: December 9, 2020

Attached please find the financial report for the month of November, the fifth month of fiscal year 2020-2021, which reflects expenditures and encumbrances of \$17,839,468 or 40.41% of the \$44,147,274 budget.

1. **BUDGET STATUS:** Most accounts are at expected expenditure levels for this point in time when compared to budget and when compared to November 2019 prior to the impact of the COVID-19 pandemic and the changes in spending patterns that occurred with distance learning. Many COVID-related expenditures, such as personal protective equipment (PPE), technology, and supplies for remote learning, made from the 2020-2021 budget may be reclassified to various grant funds later in the year once their eligibility has been determined and the grants approved by the Connecticut State Department of Education. Projected expenditures for special education outplacements are currently within their budgeted allocations. A summary of the detailed analysis is provided in the **OTHER** section below.

SALARIES:

The expenditures include eleven payroll periods (out of 26) or 42.3% for our full year (twelve month) employees. The salary account for Finance/HR/Computer (5114) is at the expected expenditure level.

Analysis of the Teachers' Salaries (5113) accounts as of 11/30/20 shows a preliminary budget surplus of approximately \$220K. Changes to the anticipated balance for vacancies due to FMLA leaves and replacements will continue throughout the year.

Secretarial/Clerical (5121)- Projection of secretarial salaries reflects a line item deficit of \$(15,172) primarily for payouts of vacation and sick leave for two retirements, as well as additional time worked in the transportation department for the beginning of the school year.

Non-Certified Salaries (5120)- Projection of the non-certified staff salaries reflect a preliminary budget surplus of approximately \$56,000. Included is a line item change of \$21,000 due to the reclassification of the high school campus security personnel from para-professionals (5122) to non-certified salaries (5120).

Projections of the Para-Professionals (5122) accounts as of 11/30/20 show a preliminary budget surplus of approximately \$70,000 primarily due to staff turnover and position vacancies. As of the end of November, approximately 18 special education paraprofessional positions remained open.

Medical/Health (5123)- Projection of nurses' salaries reflects a line item deficit of \$(27,090) due to the need for a second part-time 1:1 nurse for a special education student who was budgeted as part-time, but student is now attending school full-time, requiring full-time nursing services.

BENEFITS:

Disability Insurance (5217)- The full year premium for the Board of Education's share (66%) of administrator disability insurance has been encumbered, resulting in 89% of the account balance expended. The hiring of a permanent Superintendent will expend a portion of the available balance.

HRA Funding (5218)- Health Reimbursement Account (HRA) funding provides for employees enrolled in high-deductible health plans who are also covered by Medicare and unable to benefit from the tax advantages of the Health Savings Account (HSA). In lieu of the 50% funding of the health plan deductible, health expenditures up to the annual contribution amount are paid through an administrative service agreement with Stirling Benefits. The budget was prepared with comparable funding for HSA contributions; however, there are unanticipated participants and rollover balances available to participants that could result in a budget deficit in this line item of up to \$7,800.

Unemployment Compensation (5250)- As of 11/30/20 payments for unemployment compensation covering May and June 2020 claims have been made, leaving \$235 of available budget for 2020-2021. Credits received in October for reimbursement of 50% of claims paid from 3/21/20 through 12/26/20 as part of the Coronavirus Aid, Relief, and Economic Support (CARES) Act have covered the claims for July, August and September. The September claims totaled \$8,651, substantially lower than prior months, perhaps indicating a trend of lower charges. With seven months of charges remaining, it is certain that there will be a line item deficit for unemployment compensation, but the amount is uncertain. Efforts to contest charges and to pursue reimbursements continue.

Workers' Compensation (5260)- The full year premium has been encumbered for 2020-2021, leaving an available balance of \$30,354. CIRMA has changed their billing practice; there will be no premium adjustments resulting from the 2019-2020 payroll audit in the 2020-2021 year.

OTHER:

Pupil Services (5323)- Pupil services includes payments for athletic officials, trainers, etc. which will be affected by the number and timing of athletic activities for the year. Also included in pupil services are expenditures for the vocational transition program for post-graduate special education students, also significantly lower than in prior years due to the pandemic. Approximately \$33,000 had been expended as of November 30, 2019. Only \$12,713 has been expended through November 2020.

Technology-Related Repairs/Maintenance (5432)- This object code was added during 2019-2020 in an effort to align our accounts with the State's Education Financial System (EFS) with its emphasis on building level detail and identification of technology-related purchases and services versus non-technology-related purchases and services. Current expenditures of \$20,550 include repairs to student iPads. Previously these expenditures would have been budgeted and reported in object code 5430 Repairs & Maintenance Services.

Pupil Transportation (5510)- This account line has had no expenditures for outside transportation providers as of 11/30/20. There has been some use of outside providers for field trips, but our current transportation needs for to and from school are being met with in-district employees and vehicles.

Tuition (5560)- Tuition for three magnet schools, including Eastconn's Quinebaug Middle College, Arts at the Capitol Theater, and Windham's CH Barrows STEM is currently projected to total \$370,261, leaving a line item surplus of \$51,375. Included are the base tuition charges and additional charges for special education and related services. Changes in enrollment and services provided will impact the anticipated line item surplus.

Local and Agency Placement Tuition (5561) and (5562)- Local and agency outplacements per the November 30 report reflect balances of \$154,094 and \$195,102 respectively. For purposes of estimating excess cost reimbursement, a per pupil expenditure amount of \$18,232 is being applied to agency placements and 4.5 times or \$82,045 is being applied to local placements. A conservative cap of 35% is being assumed (the 2019-2020 cap was 29.11%). Excess cost reimbursement is only applied to the Board's expenditures if the expenditures are in excess of the budget appropriation made for such costs related to the high cost special education students. Excess cost reimbursement calculated on the outplacements known as of 11/30/20 totals \$509,788. Since total outplacement costs are not projected to exceed the budget at this time, there would be no excess cost reimbursement applied to the costs.

Without application of any excess cost reimbursement to projected outplacement costs, the line item budget impact is calculated as follows:

As of November 30, 2020	
Budgeted Local Placement Costs	\$4,289,700
Total Projected Local Placement Costs	\$4,268,829
Excess Cost Reimbursement-Local Placements	\$0
Net Local Placements	\$20,871
Budgeted Agency Placement Costs	\$303,500
Total Projected Agency Placement Costs	\$319,509
Excess Cost Reimbursement-Agency Placements	\$0
Net Agency Placements	(\$16,009)
Net Outplacements	\$4,862

If this should be the situation at year-end, the outplacements would have virtually no net effect on the overall budget balance. The Town would retain any excess cost reimbursement received from the State, since the budget appropriation would be sufficient for the costs related to the high cost special education students.

It is important to note any of the variables are subject to change in a positive or negative direction as the year progresses. The following table is presented in the format as shown in previous reports to reflect the estimated excess cost reimbursement and provide continuity of reporting from month to month.

As of November 30, 2020	
Budgeted Local Placement Costs	\$4,289,700
Total Projected Local Placement Costs	\$4,268,829
Excess Cost Reimbursement-Local Placements	\$357,647
Net Local Placements	\$378,518
Budgeted Agency Placement Costs	\$303,500
Total Projected Agency Placement Costs	\$319,509
Excess Cost Reimbursement-Agency Placements	\$152,141
Net Agency Placements	\$136,132
Net Outplacements	\$514,650

Health Supplies (5692)- The purchase of COVID-related supplies expected to be reclassified at a later date to grant funding, such as Elementary and Secondary School Education Relief (ESSER) or Coronavirus Relief Fund (CRF), has contributed to the \$(324) account balance as of 11/30/20.

Computer Software & Supplies (5695)- As with the health supplies, purchases of COVID-related supplies expected to be reclassified at a later date to grant funding, such as Elementary and Secondary School Education Relief (ESSER), have contributed to the \$(3,383) account balance as of 11/30/20.

2. **PRESCHOOL FUNDING:** The preschool program operating at both Goodyear Early Childhood Center and Killingly Central School has been and is currently funded with State and Federal grants, an appropriation from the general fund (local funding), and revenue generated from fees charged on the Office of Early Childhood sliding fee schedule for enrolled students. The revenue generated from fees varies from year to year based on the ability of enrolled students to pay, but traditionally totals around \$240,000 for an enrollment of approximately 160 students. Reduced enrollment and school closings due to COVID-19 have impacted the revenue collected and may result in a funding shortfall for the program, potentially requiring additional local funding from the 2020-2021 appropriation. Enrollment stands at about 90 students with \$48,000 in revenue received to date. Expenses for the program consist primarily of salaries and benefits for staff members. Projected revenues and expenses depend on the operation of the program throughout the balance of the year and will be periodically updated to determine any potential shortfall. Measures to mitigate a potential shortfall include leaving a teacher position and a para-professional position vacant since the start of school.

3. **BUDGET TRANSFERS:** No transfers in excess of \$10,000 requiring Board of Education approval were made during the month. The following transfers were made in November:

From: 100-110-10-24000-5890 KHS- Other Objects	\$ 760.00
To: 100-110-10-24000-5642 KHS- Library Books/Periodicals	\$ 760.00

To transfer KHS Administrative funds for purchase of distance and online learning/teaching guides

From: 100-140-00-10000-5440 PPS- Rentals	\$ 2,340.00
From: 100-140-00-21000-5330 PPS- Professional/Technical Services	\$ 126.00
To: 100-140-00-12000-5440 PPS- Rentals	\$ 2,466.00

To transfer PPS funds for rentals of several FM units for special education students

From: 100-110-10-10080-5612 KHS- Instructional Supplies	\$ 600.00
To: 100-110-10-10080-5731 KHS- Instructional Equipment	\$ 600.00

To transfer KHS Physical Education/Health department funds for purchase of two portable soccer nets

From: 100-130-30-10000-5440 KCS- Rentals	\$ 436.00
To: 100-130-30-10000-5530 KCS- Communications	\$ 436.00

To transfer KCS funds for subscription to SMART Notebook used for daily lessons

From: 100-110-10-24000-5580 KHS- Travel	\$ 500.00
From: 100-110-10-24000-5612 KHS- Instructional Supplies	\$ 1,000.00
From: 100-110-10-24000-5730 KHS- Non-Instructional Equipment	\$ 1,000.00
From: 100-110-10-24000-5890 KHS- Other Objects	\$ 1,425.00
To: 100-110-10-24000-5810 KHS- Dues and Fees	\$ 3,925.00

To transfer KHS Administrative funds for New England Association of Schools & Colleges (NEAS&C) triennial visit to Killingly High School

4. **2019-2020 STATUS:** As of 11/30/20 there are ten outstanding purchase orders totaling \$89,968 that remain open from fiscal year 2019-2020. Most represent purchases or services not received in their entirety, with many items backordered. Included in this group is our share of equipment for \$57,400 purchased by the Town of Killingly for the School Resource Officer, including a vehicle, laptop, radio and weapons. Efforts continue to resolve the remaining issues. As of 11/30/20 the 2019-2020 balance is \$1,245,330 with a request to the Town Council to transfer up to \$880,945 to the Unexpended Education Funds account, which would return approximately \$364,385 to the Town fund balance.

If you have any questions or would like to discuss this report, please let me know.

Killingly Public Schools System Object

Report # 99462

Statement Code: Sys Object

Account Number / Description	Adopted Budget	Transfers	Revised Budget	Encumbrances	Requisitions	Expenditures	Amount Remaining	Percent Expended
	7/1/2020 - 6/30/2021	7/1/2020 - 6/30/2021	7/1/2020 - 6/30/2021	7/1/2020 - 11/30/2020		7/1/2020 - 11/30/2020	7/1/2020 - 11/30/2020	
5111 Central Administration	\$337,673.04	\$0.00	\$337,673.04	\$0.00	\$0.00	\$122,016.00	\$215,657.04	36.13%
5112 School Administration	\$1,874,691.70	\$0.00	\$1,874,691.70	\$0.00	\$0.00	\$752,240.42	\$1,122,451.28	40.13%
5113 Teachers' Salaries	\$15,222,439.42	\$0.00	\$15,222,439.42	\$0.00	\$0.00	\$4,204,928.63	\$11,017,510.79	27.62%
5114 Finance/HR/Computer	\$381,725.39	\$0.00	\$381,725.39	\$0.00	\$0.00	\$161,456.91	\$220,268.48	42.30%
5115 Tutoring	\$85,000.00	\$0.00	\$85,000.00	\$0.00	\$0.00	\$17,800.21	\$67,199.79	20.94%
5119 Co-Curricular Stipends	\$351,018.64	\$0.00	\$351,018.64	\$0.00	\$0.00	\$80,576.73	\$270,441.91	22.96%
5120 Non-Certified Salaries	\$348,638.12	\$0.00	\$348,638.12	\$0.00	\$0.00	\$104,736.54	\$243,901.58	30.04%
5121 Secretarial/Clerical	\$1,251,397.72	\$0.00	\$1,251,397.72	\$0.00	\$0.00	\$540,860.76	\$710,536.96	43.22%
5122 Para-Professionals	\$2,224,682.18	\$0.00	\$2,224,682.18	\$0.00	\$0.00	\$538,454.97	\$1,686,227.21	24.20%
5123 Medical/Health	\$480,140.43	\$0.00	\$480,140.43	\$0.00	\$0.00	\$144,129.30	\$336,011.13	30.02%
5124 Operations & Maintenance	\$1,707,461.49	\$0.00	\$1,707,461.49	\$0.00	\$0.00	\$667,218.60	\$1,040,242.89	39.08%
5125 Transportation	\$1,097,434.60	\$0.00	\$1,097,434.60	\$0.00	\$0.00	\$308,765.47	\$788,669.13	28.14%
5126 Substitutes	\$380,000.00	\$0.00	\$380,000.00	\$0.00	\$0.00	\$77,813.75	\$302,186.25	20.48%
5127 Student Services	\$21,000.00	\$(510.00)	\$20,490.00	\$0.00	\$0.00	\$1,428.25	\$19,061.75	6.97%
5128 Temporary	\$149,200.00	\$0.00	\$149,200.00	\$0.00	\$0.00	\$21,614.39	\$127,585.61	14.49%
5130 Overtime	\$192,500.00	\$0.00	\$192,500.00	\$0.00	\$0.00	\$63,429.51	\$129,070.49	32.95%
5131 Computer Maintenance	\$199,590.00	\$0.00	\$199,590.00	\$0.00	\$0.00	\$76,011.53	\$123,578.47	38.08%

Killingly Public Schools

System Object

Report # 99462

Account Number / Description	Adopted Budget 7/1/2020 - 6/30/2021	Transfers 7/1/2020 - 6/30/2021	Revised Budget 7/1/2020 - 6/30/2021	Encumbrances 7/1/2020 - 11/30/2020	Requisitions	Expenditures 7/1/2020 - 11/30/2020	Amount Remaining 7/1/2020 - 11/30/2020	Percent Expended
5200 Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
5210 Health/Dental Insurance	\$5,177,128.91	\$0.00	\$5,177,128.91	\$0.00	\$0.00	\$2,056,142.45	\$3,150,986.46	39.14%
5212 HSA Contributions	\$539,692.08	\$0.00	\$539,692.08	\$0.00	\$0.00	\$270,052.50	\$269,639.58	50.04%
5213 Life Insurance	\$28,016.26	\$0.00	\$28,016.26	\$0.00	\$0.00	\$11,097.40	\$16,918.86	39.61%
5214 Benefits- Early Retirees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
5215 Post-Employment Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
5217 Disability Insurance	\$6,865.44	\$0.00	\$6,865.44	\$3,522.05	\$0.00	\$2,568.14	\$775.25	88.71%
5218 HRA Funding	\$5,625.00	\$0.00	\$5,625.00	\$0.00	\$0.00	\$5,975.23	\$(350.23)	106.23%
5220 FICA	\$433,648.17	\$0.00	\$433,648.17	\$0.00	\$0.00	\$138,166.05	\$295,482.12	31.86%
5225 Medicare	\$377,205.78	\$0.00	\$377,205.78	\$0.00	\$0.00	\$106,135.39	\$271,070.39	28.14%
5230 ERIP Contributions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
5231 Pension	\$143,661.00	\$0.00	\$143,661.00	\$0.00	\$0.00	\$0.00	\$143,661.00	0.00%
5232 Annuity Contributions	\$7,000.00	\$0.00	\$7,000.00	\$0.00	\$0.00	\$1,528.04	\$5,471.96	21.83%
5250 Unemployment Compensation	\$50,000.00	\$0.00	\$50,000.00	\$0.00	\$0.00	\$49,764.57	\$235.43	99.53%
5260 Workers' Compensation	\$360,000.00	\$0.00	\$360,000.00	\$164,824.87	\$0.00	\$164,820.97	\$30,354.16	91.57%
5322 Instructional Improvement	\$9,500.00	\$0.00	\$9,500.00	\$464.00	\$0.00	\$4,649.00	\$4,387.00	53.82%
5323 Pupil Services	\$100,126.00	\$(3,889.69)	\$96,236.31	\$2,238.75	\$0.00	\$12,713.42	\$81,284.14	15.54%

Killingly Public Schools System Object

Account Number / Description	Adopted Budget 7/1/2020 - 6/30/2021	Transfers 7/1/2020 - 6/30/2021	Revised Budget 7/1/2020 - 6/30/2021	Encumbrances 7/1/2020 - 11/30/2020	Requisitions	Expenditures 7/1/2020 - 11/30/2020	Amount Remaining 7/1/2020 - 11/30/2020	Percent Expended
5324 Field Trips	\$111,525.00	\$(4,000.00)	\$107,525.00	\$0.00	\$0.00	\$4,332.34	\$103,192.66	4.03%
5326 Testing	\$36,060.00	\$0.00	\$36,060.00	\$6,946.24	\$0.00	\$2,120.91	\$26,992.85	25.14%
5330 Professional/Technical Services	\$457,475.00	\$(2,445.00)	\$455,030.00	\$168,779.81	\$0.00	\$147,908.11	\$138,342.08	69.60%
5410 Utilities	\$1,177,835.35	\$0.00	\$1,177,835.35	\$19,903.20	\$0.00	\$325,077.77	\$832,854.38	29.29%
5420 Contracted Maintenance Services	\$895,391.24	\$0.00	\$895,391.24	\$173,494.86	\$0.00	\$577,360.93	\$144,535.45	83.86%
5430 Repairs & Maintenance Services	\$461,132.00	\$(749.50)	\$460,382.50	\$48,118.92	\$0.00	\$76,340.79	\$335,922.79	27.03%
5432 Technology-Related Repairs/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,550.00	\$(20,550.00)	---
5440 Rentals	\$23,790.00	\$(1,694.00)	\$22,096.00	\$2,833.62	\$0.00	\$6,987.88	\$12,274.50	44.45%
5510 Pupil Transportation	\$30,000.00	\$0.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00	0.00%
5520 Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
5529 Other Insurance & Judgments	\$18,000.00	\$0.00	\$18,000.00	\$0.00	\$0.00	\$15,395.00	\$2,605.00	85.53%
5530 Communications	\$327,434.96	\$12,098.30	\$339,533.26	\$39,386.74	\$1,235.99	\$213,659.50	\$86,487.02	74.53%
5531 Postage	\$26,000.00	\$0.00	\$26,000.00	\$0.00	\$0.00	\$20,339.80	\$5,660.20	78.23%
5532 Telephone	\$77,820.00	\$0.00	\$77,820.00	\$184.92	\$0.00	\$23,062.14	\$54,572.94	29.87%
5540 Advertising	\$12,228.00	\$0.00	\$12,228.00	\$0.00	\$0.00	\$3,550.40	\$8,677.60	29.04%
5550 Printing & Binding	\$27,265.50	\$0.00	\$27,265.50	\$1,820.25	\$0.00	\$1,735.21	\$23,710.04	13.04%
5560 Tuition	\$421,636.00	\$0.00	\$421,636.00	\$48,041.84	\$81,152.96	\$230,266.40	\$143,327.76	66.01%

Killingly Public Schools System Object

Report # 99462

Account Number / Description	Adopted Budget 7/1/2020 - 6/30/2021	Transfers 7/1/2020 - 6/30/2021	Revised Budget 7/1/2020 - 6/30/2021	Encumbrances 7/1/2020 - 11/30/2020	Requisitions	Expenditures 7/1/2020 - 11/30/2020	Amount Remaining 7/1/2020 - 11/30/2020	Percent Expended
5561 Local Placement Tuition	\$4,289,700.00	\$0.00	\$4,289,700.00	\$2,822,121.74	\$106,182.99	\$1,313,484.46	\$154,093.80	96.41%
5562 Agency Placement Tuition	\$303,500.00	\$0.00	\$303,500.00	\$57,083.85	\$78,888.96	\$51,313.97	\$195,102.18	35.72%
5580 Travel	\$58,006.00	\$(1,500.00)	\$56,506.00	\$0.00	\$0.00	\$8,150.39	\$48,355.61	14.42%
5590 Other Purchased Services	\$205,719.00	\$0.00	\$205,719.00	\$0.00	\$0.00	\$103,429.00	\$102,290.00	50.28%
5611 Instructional Supplies- Warehouse	\$55,000.00	\$0.00	\$55,000.00	\$0.00	\$0.00	\$18,034.80	\$36,965.20	32.79%
5612 Instructional Supplies	\$298,060.53	\$(2,104.32)	\$295,956.21	\$33,830.73	\$6,785.09	\$109,517.14	\$152,608.34	48.44%
5613 Custodial & Maintenance Supplies	\$203,167.14	\$(449.95)	\$202,717.19	\$578.98	\$0.00	\$29,161.19	\$172,977.02	14.67%
5620 Heat Energy	\$256,082.00	\$0.00	\$256,082.00	\$0.00	\$0.00	\$18,235.89	\$237,846.11	7.12%
5626 Motor Fuels & Oils	\$222,100.00	\$0.00	\$222,100.00	\$0.00	\$0.00	\$31,350.40	\$190,749.60	14.12%
5627 Transportation Supplies	\$137,300.00	\$0.00	\$137,300.00	\$160.85	\$0.00	\$34,207.19	\$102,931.96	25.03%
5641 Textbooks	\$15,070.00	\$(1,870.80)	\$13,199.20	\$263.17	\$0.00	\$450.71	\$12,485.32	5.41%
5642 Library Books/Periodicals	\$33,833.54	\$660.00	\$34,493.54	\$8,863.45	\$189.84	\$7,705.67	\$17,924.42	48.04%
5691 Office Supplies	\$24,521.40	\$0.00	\$24,521.40	\$335.83	\$609.76	\$7,681.33	\$16,504.24	32.69%
5692 Health Supplies	\$16,500.00	\$0.00	\$16,500.00	\$7,582.35	\$0.00	\$9,241.35	\$(323.70)	101.96%
5695 Computer Software & Supplies	\$23,534.00	\$3,000.00	\$26,534.00	\$210.20	\$0.00	\$29,706.43	\$(3,382.63)	112.75%
5730 Non-Instructional Equipment	\$26,436.40	\$999.94	\$27,436.34	\$3,499.95	\$0.00	\$5,042.53	\$18,893.86	31.14%
5731 Instructional Equipment	\$55,038.48	\$7,955.02	\$62,993.50	\$5,730.05	\$1,348.42	\$14,731.18	\$42,532.27	32.48%

Killingly Public Schools System Object

Report # 99462

Account Number / Description	Adopted Budget 7/1/2020 - 6/30/2021	Transfers 7/1/2020 - 6/30/2021	Revised Budget 7/1/2020 - 6/30/2021	Encumbrances 7/1/2020 - 11/30/2020	Requisitions	Expenditures 7/1/2020 - 11/30/2020	Amount Remaining 7/1/2020 - 11/30/2020	Percent Expended
5732 Vehicles	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
5734 Computer Hardware	\$69,054.12	\$(3,000.00)	\$66,054.12	\$0.00	\$0.00	\$2,338.68	\$63,715.44	3.54%
5810 Dues & Fees	\$105,638.97	\$195.00	\$105,833.97	\$6,117.00	\$2,500.00	\$51,567.05	\$48,149.92	54.50%
5890 Other Objects	\$102,358.00	\$(2,695.00)	\$99,663.00	\$6,144.04	\$0.00	\$15,253.86	\$78,265.10	21.47%
5900 Contingency	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
100 General Fund	\$44,147,274.00	\$0.00	\$44,147,274.00	\$3,633,082.26	\$278,894.01	\$14,206,385.53	\$26,307,806.21	40.41%
GRAND TOTAL	\$44,147,274.00	\$0.00	\$44,147,274.00	\$3,633,082.26	\$278,894.01	\$14,206,385.53	\$26,307,806.21	40.41%

Town of Killingly
Town Manager's Report
January 12, 2021

1. Update – COVID-19

Governor Lamont's Update from January 5th at 4pm. For comparison, I've also included the data from last month's report of December 2nd at 4pm. A county-by-county breakdown includes:

Jan 5 at 4pm County	COVID-19 Cases		COVID-19 Deaths		COVID-19 Hospitalizations
	Confirmed	Probable	Confirmed	Probable	
Fairfield County	55,282	4,283	1,387	376	290
Hartford County	48,022	2,201	1,531	376	330
Litchfield County	7,397	580	204	31	12
Middlesex County	6,761	405	203	60	56
New Haven County	47,372	3,419	1,357	238	320
New London County	11,581	292	202	65	95
Tolland County	4,952	340	91	23	7
Windham County	5,732	112	73	13	29
Total	187,099	11,632	5,048	1,182	1,139

Dec 2nd at 4pm County	COVID-19 Cases		COVID-19 Deaths		COVID-19 Hospitalizations
	Confirmed	Probable	Confirmed	Probable	
Fairfield County	36,750	3,023	1,193	339	375
Hartford County	27,995	1,580	1,282	335	309
Litchfield County	4,328	341	148	22	21
Middlesex County	3,558	211	165	43	27
New Haven County	28,576	2,243	1,081	194	392
New London County	6,075	175	128	50	59
Tolland County	2,857	269	64	15	6
Windham County	2,633	49	27	5	13
Total	112,772	7,891	4,088	1,003	1,202

Below are the case counts reported for Killingly:

	COVID-19 Confirmed Cases	COVID-19 Deaths
Cases in Killingly		
January 5, 2021	881	32
December 15, 2020	579	11
November 30, 2020	366	3
November 12, 2020	206	1
November 1, 2020	141	0
October 15, 2020	80	0
October 5, 2020	64	0

2. Executive Order 9R – Tax Deferral Program

Governor Lamont signed Executive Order 9R on December 16, 2020. This Executive Order provides the same deferral or low interest program for tax bills due on January 1, 2021. The Town has extended the existing Deferral Program approved in the Spring for the tax bills due on January 1, 2021. This defers the taxes due to April 1, 2021. The Revenue Office is offering this program to any qualifying taxpayers. The attached information/form is available on the Town's website. Previously, the Town had 21 participants in the program. The majority of those taxpayers have paid in full or made payment arrangements.

3. Updated Credit Rating – S&P

Standards & Poor (S&P) conducted a review of the Town's credit rating in preparation for the refunding of some of the Town's outstanding debt. S&P maintained the Town's credit rating at "AA+" stable. This is an excellent rating for the Town and reflects the Town's ongoing commitment to maintain strong financial policies. Attached is the complete report outlining S&P's methodology in issuing this rating.

The Town completed the refunding transaction of the 2001 and 2013 USDA sewer loans. The refunding was very successful and provides an overall savings to the WPCA budget of \$1,037,418 over the next 20 years. I've attached the summary of results.

4. KMS Renovation Project

The Town/BOE successfully submitted all required documents to the Office of School Construction on December 12th. The Town/BOE received the attached notice of approval for the project. This approved the project as a "Renovation" project. The KMS Renovation Project has been included in the priority list to the Governor's office for funding.

5. Cold Weather Overnight Shelter

The shelter opened on December 1st adhering to all COVID protocols. The shelter can accommodate eight guests, social distancing and plexiglass dividers are in place. The shelter received funding from CT. Dept of Housing with the CARES Act to ensure the shelter will be available through March 31st.

6. Streetlight at Wyndham Landing and Route 12

The property association members had requested the Town install a streetlight at the intersection of Wyndham Landing and Route 12. Since Route 12 is a State road, the intersection is required to meet several criteria for a streetlight to be installed at no cost to the property owner. This intersection did not meet the standard criteria of traffic volume for the State program. The property association was able to work directly with Eversource to have the light installed. Since this is private property, the property association pays all costs associated with the light.

7. Community Center

The Community Center is serviced with two hot water tanks. This has been the set up since the inception of the building. One of the older tanks failed on December 29th. Staff inspected the failure and corresponding pipes/valves. Many of the valves have failed as well. The main water supply had to be shut off for the building to inspect the damage and clean up. Staff was able to isolate the hot water system and restore cold water to the building. Hot water was restored to the building on Saturday, January 9th.

A secondary issue arose the same week. Staff notices several squirrels in the theater area of the building. I contacted a pest control service to remove them. Several humane traps were set. Working with the pest control service, it was determined the point of entry is the soffits. Most of the soffits are in significant disrepair or missing entirely. Staff utilized the bucket truck to inspect the extent of decay and develop a plan to address the situation.

The Community Center was closed to staff and the public starting Wednesday, December 30, 2020 as we work to resolve both issues. We anticipate reopening the building on Monday, January 11th.

PLEASE PRINT LEGIBLY

MUNICIPALITY / QUASI-MUNICIPALITY NAME: _____

**APPLICATION FOR MUNICIPAL/QUASI-MUNICIPAL TAX RELIEF
DEFERRAL PROGRAM UNDER EXECUTIVE ORDER 9R**

For deferral of real estate, motor vehicle, and personal property taxes and/or municipal electric, water and sewer, or C-PACE Benefit Assessment charges due on January 1, 2021.

1. PROPERTY OWNER NAME	LAST	FIRST	MIDDLE INITIAL	DATE OF BIRTH
2. IF YOU ARE NOT THE OWNER, YOUR AUTHORITY TO MAKE THIS APPLICATION ON THE OWNER'S BEHALF (E.G., BUSINESS'S MANAGER, INDIVIDUAL POWER-OF-ATTORNEY, ETC.)				
3. MAILING ADDRESS	NUMBER AND STREET	MUNICIPALITY	STATE	ZIP CODE
4. DAYTIME TELEPHONE	WITH AREA CODE	EMAIL ADDRESS		
5. PROPERTY FOR WHICH DEFERRAL IS REQUESTED				
ADDRESS(ES) OF REAL ESTATE: _____				
YEAR, MAKE, MODEL OF VEHICLE(S): _____				
TYPE(S) OF PERSONAL PROPERTY: _____				

DEFERRAL PROGRAM ☐ I request that the applicable real estate, motor vehicle, and personal property taxes and any municipal electric, water or sewer charges or assessments on the property identified above, which would otherwise be due on January 1, 2021, be deferred until April 1, 2021 without interest or penalty. Deferral, for purposes of this program, means that the tax or charge can be paid until April 1, 2021 without interest or penalty.

CHECK PROPER ELIGIBILITY:

- ☐ **Resident:** My household has suffered a reduction in income of at least 20% due to COVID-19.
- ☐ Since April 1, 2020, I either (1) have been furloughed without pay; (2) had my hours significantly reduced; or (3) am unemployed. This has resulted in at least a 20% reduction in my household income.
- ☐ Proof of Residency is attached (i.e. a copy of driver's license, utility bill, or other proof of residency)
- ☐ **Business / Non-Profit:** Revenue is expected to decrease at least 30% in the October, 2020 to January, 2021 period versus the October, 2019 to January, 2020 period.
- ☐ Proof of Ownership is attached (i.e. copy of my business license, utility bill, Secretary of State listing, or other proof of ownership)

LANDLORDS - Fill Out this Section only if you are the landlord of the real estate listed above.

- ☐ **Deferral Program.** If the municipality has adopted the Deferral Program, I request that the applicable real estate taxes and any municipal electric, water or sewer charges or assessments on the property identified above, which would otherwise be due on January 1, 2021, be deferred until April 1, 2021 without interest or penalty.
- ☐ I have attached documentation proving that the property has or will suffer a significant revenue decline, OR
- ☐ I have attached documentation proving that commensurate forbearance was offered to the tenants or lessees.
- "Commensurate forbearance, for purposes of this program, means either a) a deferral of 25% of rent (approximating the property tax portion of rent) for the three (3) months after its due date; b) a deferral of one month's rent to be paid over the three (3) month period, or c) forbearance substantially similar to (a) or (b) as determined by the tax collector. Documentation includes, but is not limited to, proof that some tenants or lessees have received forbearance or that the landlord has actively communicated with tenants or lessees to offer forbearance.

CERTIFICATION:

- (A) I am aware of the amount and/or basis of the taxes, charges, and assessments that I am requesting to be deferred and I hereby irrevocably waive all rights to appeal or dispute them on any basis. I understand that the municipality's lien, priority, and enforcement rights will remain unaffected during and after this period.
- (B) I understand that this request, if approved, will not defer any taxes, charges, fees, or assessments I may owe the municipality which came due before January 1, 2021 or the interest and penalties applicable to them, or any other debt I may owe the municipality at any time.
- (C) I authorize the municipality and its agents to verify the statements above, and any certification information I have provided, from its records and other third parties. I consent to those third parties releasing relevant information to the municipality and its agents for this purpose upon the municipality's request and that a copy of this application shall be adequate evidence of my consent. I hold the municipality harmless in their collection of this data.
- (D) I understand that I must pay all taxes, charges, and assessments deferred in full (i) on or before April 1, 2021 or (ii) immediately, if the municipality determines that I am not eligible for deferment. I understand that if I fail to make payments as noted in this section, all interest, fees, and penalties will be applied to all unpaid portions retroactive to the original due date.
- (E) My financial information is being provided in confidence and I request that the information contained in this application not be disclosed to the extent allowed by state law. I understand that the Freedom of Information Act Section 1-210(b)(5) (B) allows, but does not require, a public agency to withhold records that constitute commercial or financial information given in confidence, not required by the Connecticut General Statutes.

APPLICANT'S ATTESTATION	Under penalties of perjury, I hereby swear or affirm that that I have read and understood all of the statements above, that they are true and accurate, and that I have attached any and all additional information necessary to process my application herein. I attest that this application, and all attachments, are genuine and unaltered.	
	SIGNATURE OF APPLICANT X	Date signed (Mo., Day, Yr.) ____/____/____

**STOP! DO NOT WRITE BELOW THIS LINE
FOR TAX COLLECTOR'S USE ONLY**

DEFERRAL FOR: <input type="checkbox"/> Real Estate Tax <input type="checkbox"/> Motor Vehicle Tax <input type="checkbox"/> Supp. Motor Vehicle Tax <input type="checkbox"/> Personal Property Tax <input type="checkbox"/> Water Charges <input type="checkbox"/> Sewer Usage Charges <input type="checkbox"/> Sewer Assessment Charges <input type="checkbox"/> Electric Charge <input type="checkbox"/> C-PACE	
TAX COLLECTOR'S DETERMINATION	___ I am satisfied that the applicant meets all the necessary statutory requirements
	___ This claim is denied for the following reason(s):
SIGNATURE OF TAX COLLECTOR OR MEMBER OF TAX COLLECTOR'S STAFF X	Date signed (Mo., Day, Yr.) ____/____/____

Summary:

**Killingly, Connecticut; General
Obligation**

Primary Credit Analyst:

Lauren B Carter, Boston + 1 (212) 438 0376; lauren.carter@spglobal.com

Secondary Contact:

Victor M Medeiros, Boston + 1 (617) 530 8305; victor.medeiros@spglobal.com

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Credit Profile

US\$5.010 mil GO rfdg bnds ser 2021 due 04/01/2050

Long Term Rating

AA+/Stable

New

Killingly Twn GO

Long Term Rating

AA+/Stable

Affirmed

Rating Action

S&P Global Ratings assigned its 'AA+' long-term rating to the Town of Killingly, Conn.'s series 2021 general obligation (GO) refunding bonds. At the same time, S&P Global Ratings affirmed its 'AA+' long-term rating to the town's GO debt outstanding. The outlook on both ratings is stable.

The town's unlimited GO pledge to levy ad valorem taxes without limit as to rate or amount on all taxable property within Killingly's borders secures the bonds. Proceeds from the bonds will refund the town's 2001 and 2013 USDA loans.

Credit overview

The rating reflects our opinion of the town's positive operating results in the past few fiscal years and improved reserves, supported by a strong tax base that has access to the Worcester metropolitan statistical area (MSA). While the majority of operating revenue is from local property taxes, we believe there is an event risk from the current economic environment because of the COVID-19 pandemic, particularly related to intergovernmental revenue and local receipts in the short term. While it remains unclear how the pandemic will affect the town going forward, we expect some revenue volatility, which could potentially weaken budgetary performance and reserves. However, rating stability is provided by the town's strong management conditions and conservative budgeting practices, which have led to positive operating results and improvement in reserves in the past three years, coupled with manageable retirement costs and a very strong liquidity position.

The stable outlook reflects S&P Global Ratings' expectation that Killingly's management will continue to make the necessary budgetary adjustments to maintain balanced operations and stable reserve levels. The town's location and access to the Worcester MSA and strong underlying economy contribute further stability to finances. Our outlook is generally for two years, but we see some risks as a result of the pandemic and recent recession over the next six-to-12 months.

We believe the rating reflects our opinion of Killingly's:

- Strong economy, with access to a broad and diverse MSA;
- Strong management, with good financial policies and practices under our Financial Management Assessment (FMA) methodology;

- Adequate budgetary performance, with a slight operating surplus in the general fund and an operating surplus at the total governmental fund level in fiscal 2019;
- Very strong budgetary flexibility, with an available fund balance in fiscal 2019 of 23% of operating expenditures;
- Very strong liquidity, with total government available cash at 29.8% of total governmental fund expenditures and 5.5x governmental debt service, and access to external liquidity we consider strong;
- Very strong debt and contingent liability profile, with debt service carrying charges at 5.4% of expenditures and net direct debt that is 45.7% of total governmental fund revenue, as well as low overall net debt at less than 3.0% of market value and rapid amortization, with 68.7% of debt scheduled to be retired in 10 years, but significant medium-term debt plans; and
- Strong institutional framework score.

Environmental, social, and governance factors

Our rating incorporates our view regarding the health and safety risks posed by the COVID-19 pandemic. Absent the implications of COVID-19, we consider the town's social risks in line with that of the sector. We analyzed Killingly's environmental, and governance risks relative to the town's economy, management, financial measures, and debt and liability profile, and determined that all are in line with our view of the sector standard.

Stable Outlook

Downside scenario

If a protracted period of weak budgetary performance were to occur resulting in a significant decline in available reserves, we could lower the rating.

Upside scenario

Although we consider upward potential limited, we could raise the rating if economic indicators were to improve to levels we consider comparable with that of higher-rated peers, coupled with further strengthening of management policies and practices.

Credit Opinion

Strong economy

We consider Killingly's economy strong. The town, with an estimated population of 16,997, is located in Windham County in the Worcester MSA, which we consider to be broad and diverse. The town has a projected per capita effective buying income of 83.3% of the national level and per capita market value of \$114,907. Overall, the town's market value has grown by 1.5% over the past year to \$2.0 billion in 2021. The county unemployment rate was 4.0% in 2019 but we note that in September of 2020, the county unemployment was 6.9%.

Killingly, which covers 48.5 square miles, is in the northeastern corner of Connecticut and bordered by the state of Rhode Island to the east. The town is served by an extensive highway network that provides easy access to Worcester, Mass. as well as Providence, R.I. As an Eastern Connecticut Enterprise Corridor community, the town has numerous local employment opportunities including top employers Frito-Lay Inc. (700 employees); the town of Killingly (677);

Staples Distribution N.E. (400); and Walgreens Distribution (300).

Many companies within the town's fully occupied industrial park have recently completed or are in the process of completing expansions, including Putnam Plastics Corp., which is undergoing an 85,000-square-foot expansion and Rol-Vac, which is undergoing a 30,000-square-foot expansion. In addition, in May of 2020, Steel and Wire Northeast L.P. moved its plant into a 73,000-square-foot facility in the town's industrial park. These projects are expected to contribute to employment base growth. To continue to attract economic development, town officials are investigating opportunities to create another smaller industrial park and have been pursuing efforts to revitalize the downtown through streetscape and building improvements. Furthermore, NTE Energy plans to construct a natural gas facility to be called the Killingly Energy Center in town. Killingly was able to negotiate a tax stabilization agreement for this project that will generate \$120 million over 20 years. In addition, the town expects to receive \$5 million in benefit payments from the Community Environmental Benefit Agreement for this project. Construction is expected to be completed in 2022. Management reports there are numerous residential developments ongoing throughout Killingly, including a \$10 million, 40-unit condo project and a 100-unit former mill conversion.

S&P Global Economics is currently forecasting a slow, uncertain economic recovery. (For more information on our view of the economy and the recovery, see "Staying Home for the Holidays," published Dec. 2, 2020, on RatingsDirect). We will continue to monitor changes to Killingly's economy, and if material, sustained growth in the underlying wealth and income metrics results from migration to the town, we could ultimately revise our view of its economic profile upward. We will additionally monitor changes in state revenue and local taxes that result from the recession and slow growth recovery on the town's financial profile, but at present we expect the economic profile to remain stable and our view of it to remain at least strong.

Strong management

We view the town's management as strong, with good financial policies and practices under our FMA methodology, indicating financial practices exist in most areas, but that governance officials might not formalize or monitor all of them on a regular basis.

In October 2016, Killingly introduced a debt management policy that caps annual debt service supported by the general operating fund at not more than 6%-8% of general fund budgeted expenditures and requires that the town council and town manager review the policy at least every three years. In addition, Killingly introduced a reserve policy stating that the unassigned general fund balance should be 16%-25% of the general fund operating expenditure budget. Since its adoption, town officials have demonstrated that these policies are embedded and institutionalized in the budget-making process.

Management is conservative in its revenue and expenditure assumptions, which are rooted in historical trend analysis and past performance. Management also identifies its current years' expenditure needs to establish its baseline budget. Town officials formally present budgetary performance on a monthly basis to town council. These reports include school department performance. While Killingly does not perform long-term financial planning, management has a formal five-year capital improvement program that is updated annually and identifies funding sources. The town's investment practices follow state statutes, and holdings are reported annually. We also note that the town has taken significant steps to mitigate exposure to cyber-related risks and has actively begun to address concerns related to

climate change including moving to solar energy.

Adequate budgetary performance

We revised our assessment of budgetary performance to adequate reflecting the heightened uncertainty that exists due to the recessionary pressures related to the COVID-19 pandemic. Prior to the pandemic, the town's budgetary performance was strong. The town had slight surplus operating results in the general fund of 0.9% of expenditures, and surplus results across all governmental funds of 2.2% in fiscal 2019.

The town has posted positive general fund operating results over the past six years and has a history of outperforming the budget dating back to the last recession. For fiscal 2020, on a general fund budget of \$59.5 million, Killingly expects another surplus. Officials indicate that while revenues were \$26,000 under budget because of decreases in back tax collections and permit revenue, expenditures were \$1.69 million under budget, primarily due to cost-containment measures in the highway and law enforcement departments. Furthermore, the town received \$20,000 in reimbursements from the state for pandemic-related expenditures. The fiscal 2020 budget included a \$300,000 fund balance appropriation from the general fund but officials indicate this was not used. Finally, in fiscal 2020, the town adopted a 10.10% mill rate decrease, bringing it down to 24.96%, following a revaluation. Previously, Killingly ended fiscal 2019 with a general fund surplus thanks to conservative budgeting, which led to higher-than-budgeted revenues, including property taxes, licenses, permits, and fees, as well as savings on the expense side, such as public safety and public works.

The fiscal 2021 budget has been adopted and totals about \$59.5 million, which represents an increase of \$246,000, or 0.8%, from the previous year and includes a \$600,000 in fund balance appropriation from the general fund. The budget also includes a mill rate decrease of 1.3% to 24.64 mills. Although property taxes make up a majority of general fund revenues at 56%, officials indicate the town used state aid figures from the governor's budget as a conservative measure. However, they also indicate that Killingly has flexibility to adjust its expenditures and is prepared to make the necessary changes in its fiscal 2021 budget if local or state revenues come in lower than budgeted. This could include implementation of a hiring freeze and holding down costs at budget levels before considering any use of reserves. Officials indicate budget-to-actuals are tracking favorably so far in the year, as expenditures are on budget and revenues remain stable overall.

Therefore, although we think the town should maintain stable finances during the next two fiscal years, we imagine the unprecedented widespread aspects of the pandemic will have an effect on state revenue and many local economies that could potentially result in weaker budgetary performance for fiscal 2021 and beyond. If management were to maintain balanced financial results during the next two fiscal years, or we think the threat of stagnating or decreasing revenue resulting from negative economic shocks has subsided, we could revise our view of budgetary performance to strong.

Very strong budgetary flexibility

Killingly's budgetary flexibility is very strong, in our view, with an available fund balance in fiscal 2019 of 23% of operating expenditures, or \$14.4 million. Over the past three years, the total available fund balance has remained at a consistent level overall, totaling 22% of expenditures in 2018 and 23% in 2017.

The town has consistently maintained very strong budgetary flexibility in the past three fiscal years, supporting its

formal reserve policy, which calls for the maintenance of an unassigned fund balance of 15%-25% of general fund budgeted expenditures. The town's unaudited estimates for fiscal 2020 show an unassigned fund balance at \$10.4 million, or 16.3% of 2020 budgeted expenditures. In addition, although fiscal 2021 and beyond could result in weaker financial performance because of recessionary pressures and uncertainty regarding state and local revenues, officials indicate Killingly does not expect to draw down on reserves and would only consider doing so as a last measure if it can no longer make any budgetary adjustments. As a result, we expect budgetary flexibility to remain very strong.

Very strong liquidity

In our opinion, Killingly's liquidity is very strong, with total government available cash at 29.8% of total governmental fund expenditures and 5.5x governmental debt service in 2019. In our view, the town has strong access to external liquidity if necessary.

Killingly's liquidity profile is expected to remain very strong as the town does not anticipate any significant deterioration of cash balances. The town also maintains strong access to external liquidity by frequently issuing debt for any capital project needs. In addition, we note that Killingly does not have any variable-rate or direct-purchase debt, reducing its exposure to any contingent liquidity risks.

Very strong debt and contingent liability profile

In our view, Killingly's debt and contingent liability profile is very strong. Total governmental fund debt service is 5.4% of total governmental fund expenditures, and net direct debt is 45.7% of total governmental fund revenue. Overall net debt is low at 1.9% of market value, and approximately 68.7% of the direct debt is scheduled to be repaid within 10 years, which are in our view positive credit factors. Negatively affecting our view of the town's debt profile is its sizable medium-term debt plans.

Following this bond issue, Killingly has about \$33.8 million of total direct debt. Town officials indicate they have plans to issue an additional \$16.55 million for various school projects in the next two years. The projects are anticipated to be approximately 60% funded by the state. Additionally, the town is looking to undertake a \$25.8 million upgrade of their Water Pollution Control Authority Facility. The project will be funded under the Clean Water Fund Program with a \$21 million loan and a \$4.8 million grant.

Pension and other postemployment benefits

Highlights include:

- Pension and other postemployment benefits (OPEB) liabilities are not an immediate source of credit pressure for Killingly, given our opinion of current strong plan funding status and limited escalating cost trajectory risk.
- Under a special funding situation, the state is obligated to make pension contributions on behalf of the town for Connecticut State Teachers' Retirement System (TRS), which currently mitigates risks of escalating costs for the town despite poor TRS plan funding.

As of June 30, 2019:

- The town administers its Public Employee Retirement System, a single-employer, defined-benefit pension system. The plan is overfunded, with a 105.6% plan fiduciary net position of the total pension liability as of the measurement date of June 30, 2019.

- For the TRS, the state's proportionate share fiduciary net position of the total pension liability.

Killingly's combined required pension and actual OPEB contributions totaled 0.5% of total governmental fund expenditures in 2019. The town made its full annual required pension contribution in 2019.

The town provides retiree medical benefits for retired members and their spouses. It has set up an OPEB trust as part of its plan to manage the associated liability in fiscal 2015. The trust has a current balance of \$760,000. Town officials contributed \$233,000 on a pay-as-you-go basis toward OPEB in fiscal 2019. As of June 30, 2019, the plan fiduciary net position of the total OPEB liability of 9.81%, with an unfunded liability of about \$7.5 million. Management plans to add money consistently to its trust fund.

Strong institutional framework

The institutional framework score for Connecticut municipalities is strong.

Related Research

- Through The ESG Lens 2.0: A Deeper Dive Into U.S. Public Finance Credit Factors, April 28, 2020 S&P Public Finance Local GO Criteria: How We Adjust Data For Analytic Consistency, Sept. 12, 2013
- Criteria Guidance: Assessing U.S. Public Finance Pension And Other Postemployment Obligations For GO Debt, Local Government GO Ratings, And State Ratings, Oct. 7, 2019
- 2020 Update Of Institutional Framework For U.S. Local Governments

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at www.standardandpoors.com for further information. Complete ratings information is available to subscribers of RatingsDirect at www.capitaliq.com. All ratings affected by this rating action can be found on S&P Global Ratings' public website at www.standardandpoors.com. Use the Ratings search box located in the left column.

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**TOWN OF KILLINGLY, CT
SUMMARY OF REFUNDING RESULTS
(UNINSURED AA+); (BQ); (10 YR CALL)**

**REFUNDS 2001 USDA AND 2013 USDA LOANS
FINAL**

Refunding Par Amount	4,845,000
Bond Arbitrage Yield	1.420805%
Escrow Yield	0.000000%
Refunded Bonds Par Amount	5,278,611
Average Coupon of Refunded Bonds	3.594443%
Net PV Savings	1,037,418.01
Percentage of PV Savings	19.653239%
Aggregate Budgetary Savings	1,323,620.40
Annual Budgetary Savings (6/30)	
Fiscal Year 2021	42,211.44
Fiscal Year 2022	38,245.61
Fiscal Year 2023	38,464.09
Fiscal Year 2024	38,682.56
Fiscal Year 2025	38,901.04
Fiscal Year 2026	34,119.51
Fiscal Year 2027	34,537.99
Fiscal Year 2028	34,956.46
Fiscal Year 2029	40,374.94
Fiscal Year 2030	40,593.41
Fiscal Year 2031	40,811.89
Fiscal Year 2032	41,030.36
Fiscal Year 2033	41,248.84
Fiscal Year 2034	39,767.31
Fiscal Year 2035	38,285.79
Fiscal Year 2036	36,804.26
Fiscal Year 2037	35,322.74
Fiscal Year 2038	38,841.21
Fiscal Year 2039	42,209.69
Fiscal Year 2040	40,428.16
Fiscal Year 2041	38,646.64
Fiscal Year 2042	27,290.11
Fiscal Year 2043	26,314.46
Fiscal Year 2044	30,338.81
Fiscal Year 2045	29,213.16
Fiscal Year 2046	28,087.51
Fiscal Year 2047	26,961.86
Fiscal Year 2048	25,836.21
Fiscal Year 2049	29,710.56
Fiscal Year 2050	28,434.91
Fiscal Year 2051	152,159.26
Fiscal Year 2052	104,789.61
ROOSEVELT & CROSS	



DEPARTMENT OF ADMINISTRATIVE SERVICES

December 15, 2020

Dr. Diane T. Summa
Interim Superintendent
Killingly Public Schools
P.O. Box 210
Killingly, CT 06239

Dear Dr. Summa:

**Subject: OSCGR Project No. 069-0069 RNV, Killingly Memorial School
Approval of "Renovation" status**

The Department of Administrative Services, Office of School Construction Grants and Review has reviewed the documentation provided pertaining to your request that this project be considered as a "Renovation" as defined in Section 10-282(18) of the Connecticut General Statutes (C.G.S.). **Your request is approved.** Any amount exceeding the initial grant amount shall be deemed ineligible for reimbursement.

Ineligible Repairs and Replacements: C.G.S. Section 10-286(a)(8) provides that for projects granted "Renovation" status, otherwise ineligible repairs and replacements may be considered eligible for reimbursement, if acceptable information is provided to the Commissioner documenting the need for such work and justifying the request. Please note that this determination is not an automatic waiver of all ineligible costs. For reimbursement of these costs, you still need to submit to this office the amount, the need, and the nature of repair or replacement items. These items will be reviewed in light of the project's renovation status and an eligibility determination made during the architectural plan review process (including change orders).

Approved Plans: Please note that if the approved plans and/or square feet of renovated or new space changes, the "Renovation" status of the project shall be subject to re-review.

If you have any questions, please do not hesitate to contact Kermit Thompson at 860-713-6484.

Sincerely,

Kosta Diamantis, Director
Office of School Construction Grants and Review

cc: Josh Geballe, DAS Commissioner
Mary Calorio, Killingly Town Manager
Michael LoSasso, Antinozzi Associates
Michelle Dixon, OSCG&R
Kermit Thompson, OSCG&R
Barbara Fabiani, OSCG&R
Plan Review/Grant File

Encl: Renovation Request Letter
Minutes STC 12-20-2020

AGENDA ITEM COVER SHEET

- Resolution
- Memorandum from BoE

Ordinance #21-01

**AN ORDINANCE AUTHORIZING A TRANSFER OF UP TO \$880,945 TO THE ESTABLISHED
UNEXPENDED EDUCATION FUNDS ACCOUNT**

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that a transfer of up to \$880,945 for the fiscal year July 1, 2019 to June 30, 2020 be transferred to the established Unexpended Education Funds account.

BE IT FURTHER ORDAINED that said transfer be herein adopted in reliance on the provisions of the Executive Order 7CC and Executive Order 7S, without submission to voters at Special Town Meeting, is necessary to permit the orderly operation of the Town of Killingly and that there is a need to act immediately and during the duration of the public health and civil preparedness emergency in order to avoid endangering public health and welfare, prevent significant financial loss, and that action is otherwise necessary for the protection of persons and property within the municipality, and

BE IT FURTHER ORDAINED that the source of said transfer shall be up to \$880,945 from the 2019-2020 fiscal year Board of Education surplus be transferred to the established Unexpended Education Funds account.

KILLINGLY TOWN COUNCIL

Jason Anderson
Chairman

Dated at Killingly, Connecticut
this 12th day of January 2021

Attest: I, Elizabeth Wilson, Town Clerk of the Town of Killingly, do hereby certify that the above is a true and correct copy of a resolution adopted by the Killingly Town Council at its duly called and held meeting on January 12, 2021, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect. I further certify that Mary T. Calorio now holds the office of Town Manager and that she has held that office since March 11, 2019.

Elizabeth Wilson, Town Clerk

Date

AGENDA ITEM COVER SHEET

SUPPORTING MATERIALS:

- Resolution
- Lease

Resolution #21-01

**RESOLUTION TO AUTHORIZE EXECUTION OF A TEN-YEAR LEASE
AGREEMENT WITH TWO FIVE-YEAR EXTENSION PERIODS WITH THE
STATE OF CONNECTICUT, FOR THE USE OF PARKING LOT SPACES IN THE
MUNICIPAL LOT ON CENTER STREET**

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that, in accordance with Section 602 of the Killingly Town Charter, the Town Council may authorize the Town Manager to enter into and deliver to the United States Government or any agency thereof, the State of Connecticut or any agency or political subdivision thereof, or any other body politic or corporate any and all documents which it deems to be necessary or appropriate; and

BE IT FURTHER RESOLVED that Town Manager Mary T. Calorio, Chief Executive Officer for the Town of Killingly, is hereby authorized to execute and deliver to the State of Connecticut, the attached lease agreement and is further authorized to execute and deliver any and all related documents on behalf of the Town of Killingly and to do and perform all acts and duties deemed necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such interlocal contract or related documents.

KILLINGLY TOWN COUNCIL

Jason Anderson
Chairman

Dated at Killingly, Connecticut
this 12th day of January 2021

Attest: I, Elizabeth Wilson, Town Clerk of the Town of Killingly, do hereby certify that the above is a true and correct copy of a resolution adopted by the Killingly Town Council at its duly called and held meeting on January 12, 2021, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect. I further certify that Mary T. Calorio now holds the office of Town Manager and that she has held that office since March 11, 2019.

Elizabeth Wilson, Town Clerk
(SEAL)

Date



DEPARTMENT OF ADMINISTRATIVE SERVICES

CONTACT AFFIDAVIT

I/We, the undersigned, being duly sworn, depose and say that the names of all persons who contacted me/us regarding the terms and conditions of the proposed agreement to the State of Connecticut for the premises located at

Center Street Municipal Parking Lot, Killingly, CT

are listed below. The departments or agencies of the State of Connecticut employees listed should be noted. The addresses of all other persons listed should also be noted.

Names of State of Connecticut employees and their departments or agencies:

1 Mathew Longanecker of the Department of Administrative Services, Leasing and Property Transfer,
450 Columbus Blvd., Suite 1402, Hartford, CT

2

Names and addresses of others, including real estate brokers, agents, salespeople and attorneys:

1

2

3

I/We declare that the information contained herein is true and complete.

Mary T. Calorio

Subscribed and sworn to before me this _____ day of _____,

20____, at _____.

Commissioner of the Superior Court
Notary Public
My commission expires _____

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is entered into by and between the Town of Killingly, a Connecticut municipal corporation (the "Licensor"), with a principal place of business at 172 Main Street, Danielson, Connecticut, 06239, acting herein by Mary T. Calorio, its Town Manager, duly authorized and the STATE OF CONNECTICUT acting herein by and through its Commissioner of Department of Administrative Services, or his designee, duly authorized, (the "Licensee" or the "State") with an address of 450 Columbus Boulevard, Suite 1501, Hartford, Connecticut, 06103, pursuant to the authority conferred upon him pursuant to the provisions of the Connecticut General Statutes Section 4b-38, as revised.

WHEREAS, Licensor is the owner of a certain real property known as the Center Street Municipal Parking Lot, located in Killingly, Connecticut (the "Property");

WHEREAS, Licensee had the use of fifty (50) parking spaces for an initial term of five (5) years from July 12, 1999 to July 11, 2014, under the benefit of a License Agreement approved by the Office of the Attorney General on April 16, 1999;

WHEREAS, Licensee extended the initial term for another five (5) years beginning July 12, 2014 and terminating on July 11, 2019;

WHEREAS, Licensee continues to use the parking spaces on a month-to-month holdover basis beginning July 12, 2019; and

WHEREAS, the Licensee desires to continue its use of the parking spaces under the benefit of a new License Agreement for a new term.

NOW THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties hereto agree as follows:

1. License. The Licensor hereby grants to the Licensee a temporary, non-exclusive license to enter over, across and upon the Property as shown on Exhibit A attached hereto and made a part hereof (the "License Area") for the purpose of providing use of fifty (50) reserved parking spaces on the Property. The Licensor shall maintain signage at the points of entry into the License Area designating use as "court parking between 8am and 5pm". The Licensee expressly agrees that it does not and shall not claim, at any time, any interest or estate of any kind or extent whatsoever in the Property or License Area.
2. Duties of Licensor. Licensor shall be responsible for the management and operation of the License Area, including but not limited to, providing utilities, maintenance and repair as needed to keep the License Area in good working order and condition, lighting the License Area, striping the parking spaces, snow and ice removal and sanding by 7:00 a.m. Monday through Friday. If precipitation necessitating such work continues throughout a working day, even if intermittently, the Licensor must establish and maintain an open travel area for vehicles and clear walking paths to and from the License Area, at all time during the operating hours set forth in paragraph 5(a) below, and sanding and de-icing of all parking

areas, walkways, sidewalks, stairs and ramps located in or appurtenant to the Property at the reasonable request of the Licensee.

3. Consideration. In consideration of the license granted by this Agreement, the Licensee shall pay the Licensor a fee of Nine Thousand and 00/100 (\$9,000.00) Dollars per year, payable in equal monthly installments of Seven Hundred Fifty and 00/100 (\$750.00) Dollars by the end of each calendar month in arrears for years one through five, and Nine Thousand Four Hundred-Fifty and 00/100 (\$9,450.00) Dollars per year, payable in equal monthly installments of Seven Hundred Eighty-Seven and 50/100 (\$787.50) Dollars by the end of each calendar month in arrears for years six through ten. Use for a period less than a full calendar month at the commencement, termination or during any partial interruption of this Agreement shall be prorated by dividing the monthly rent by thirty and multiplying the resulting quotient by the number of days of use.
4. Term.
 - a. The term of this Agreement shall be ten (10) years (the "Initial Term") and will commence upon the date this Agreement is approved by the Office of the Attorney General ("Commencement Date").
 - b. This Agreement may be renewed at the option of the Licensee for five (5) years ("First Renewal Term"), provided that written notice of renewal is provided to the Licensor at least ninety (90) days before the end of the Initial Term. The fee for the First Renewal Term shall be in the amount of Nine Thousand Nine Hundred Twenty-Two and 56/100 (\$9,922.56) Dollars per year, payable in equal monthly installments of Eight Hundred Twenty-Six and 88/100 (\$826.88) Dollars by the end of each calendar month in arrears.
 - c. This Agreement may be renewed at the option of the Licensee for another five (5) years ("Second Renewal Term"), provided that written notice of renewal is provided to the Licensor at least ninety (90) days before the end of the First Renewal Term. The fee for the Second Renewal Term shall be in the amount of Ten Thousand Four Hundred-Eighteen and 64/100 (\$10,418.64) Dollars per year, payable in equal monthly installments of Eight Hundred Sixty-Eight and 22/100 (\$868.22) Dollars by the end of each calendar month in arrears.
 - d. The Licensee, at its option and in its sole discretion, may reduce the number of parking spaces during the Term with thirty (30) days' prior written notice to the Licensor. Any reduction in the number of parking spaces as a result of this subparagraph shall result in the reduction of the consideration to be paid pursuant to Section 3, 4(b) and 4(c) at a rate equal to Fifteen and 00/100 (\$15.00) Dollars per parking space per month during years one through five of the Initial Term, Fifteen and 75/100 (\$15.75) Dollars per parking space per month during years six through ten of the Initial Term, Sixteen and 54/100 (\$16.54) Dollars per parking space per month during the First Renewal Term, and Seventeen and 36/100 (\$17.36) Dollars per parking space per month during the Second Renewal Term.

e. Notwithstanding the foregoing, the Licensee may terminate this Agreement, in its entirety, at any time upon thirty (30) days prior written notice to the Licensor, without cause or penalty.

5. Use.

- a. Hours of use shall be 8am to 5pm per day, Monday through Friday.
- b. The Licensee shall use the License Area solely for the purposes permitted in this Agreement.
- c. No dangerous explosives may be brought onto, stored or used on or in the License Area.
- d. The Licensee shall not install any equipment or fixtures or make any alterations to the License Area without the prior written consent from the Licensor.

6. Insurance.

- a. Throughout the term of this Agreement, Licensor shall maintain, at Licensor's sole cost and expense, a policy or policies of comprehensive general liability insurance, including contractual liability coverage, in an amount not less than \$1,000,000.00 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of \$2,000,000.00 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. Such insurance policy or policies shall name the Licensee and Licensee's officials, agents and employees as additional insureds.
- b. The Licensor shall maintain Worker's Compensation and Employer's Liability insurance in compliance with the laws of the state of Connecticut, which coverage shall include Employer's Liability coverage with minimum limits of \$100,000 for each accident, \$500,000 for disease, and \$100,000 for each employee, per policy period.
- c. Throughout the Term, Licensor also shall maintain, at Licensor's sole cost and expense, a policy or policies of standard fire and casualty insurance, including special form coverage, insuring the License Area against all risks of damage thereto, together with endorsements insuring against damage and other loss, costs and expenses due to earthquake, demolition, increased cost of construction, contingent liability associated with building laws and regulations, and, if any portion of the License Area is located is within a 100 year flood zone, also flood. The coverage limits for such insurance shall be not less than one hundred percent (100%) of the full replacement cost of the License Area and, in all events, in such amounts so that Licensor is not deemed a co-insurer of any loss, risk or damage covered thereby. The amount of casualty insurance maintained by Licensor shall in no way limit the Licensor's obligations to repair or reconstruct the License Area or any portion thereof following a casualty.

d. All insurance shall be written on an occurrence basis as opposed to “claims made” basis.

e. The insurance required hereunder shall be written with insurers licensed to do business in the State of Connecticut and which are rated A-(VIII) or better by the latest edition of Best’s Rating Guide or, if not available, any generally recognized replacement therefor. Each policy of insurance required hereunder shall provide for a minimum of thirty (30) days prior notice of any cancellation or changes in coverage. Copies of insurance policies required of one party shall be provided to the other not later than the Commencement Date and thereafter not later than thirty (30) days prior to the expiration of each such policy.

f. Nothing herein shall preclude either party from procuring and maintaining, at such party’s sole cost and expense, such additional insurance coverage as such party deems desirable or appropriate, providing, however, that all liability insurance (other than insurance policies for garage-keeper’s liability, workers compensation and employer’s liability) maintained by Licensor shall name Licensee and Licensee’s officials, agents and employees as additional insureds. Any insurance maintained by the Licensor hereunder shall be primary and non-contributory and not in excess of any other insurance maintained by Licensee and/or any other persons or parties. Any insurance maintained by Licensee shall be in excess of any and all insurance maintained by Licensor and shall not contribute with it.

g. The Licensor shall be fully and solely responsible for any and all costs and expenses associated with and thus shall pay any and all coverage deductibles and/or self-insured retentions under any policies maintained by Licensor in connection with the Property. None of the Licensor’s insurers shall have any right of subrogation or recovery against Licensee or any of Licensee’s officials, agents or employees, all of which rights are hereby waived by Licensor.

h. The liability of the Licensor to indemnify, defend and save and hold harmless the Licensee shall be effectively protected by insurance to the extent insurable. However, the limits of coverage of such insurance purchased by the Licensor shall not in any way limit, reduce or restrict the Licensor’s obligation under any indemnification and save and hold harmless provisions stated in this Agreement.

i. The Licensor shall assume and pay all costs and billings for premiums and audit charges earned and payable under the required insurance. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless.

7. State Standard Provisions.

a. Definitions for terms as used in this Section:

- (i) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
- (ii) Contract: This Agreement.
- (iii) Contractor: The Licensor.
- (iv) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to perform under the Contract in any capacity.
- (v) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.
- (vi) State: The State of Connecticut, including any office, department, board, council, commission, institution or other agency or entity of the State.

b. Indemnification:

- (1) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with claims, acts or the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or un-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.
- (2) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

- (3)The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such claims.
- (4)The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the acts giving rise to the claims and/or where the State is alleged or is found to have contributed to the acts giving rise to the claims.
- (5)The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the State prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the State. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent.
- (6)The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a claim against a third party.
- (7)This section shall survive the termination of the Contract and shall not be limited by reason of any insurance coverage.

c. Whistleblowing: This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

8. Miscellaneous.

a. At the expiration or termination of this Agreement, the Licensee may continue to utilize the License Area on a month-to-month basis at the amount in effect during the previous term and subject to the same terms, conditions and covenants contained herein. Notwithstanding this provision, the Licensor shall not charge and the Licensee shall not pay an increase in the consideration unless the Licensor shall have provided the Licensee written demand of the increase at least 45 days prior to the requested effective date and such increase has been previously approved in writing by the State Properties Review Board.

b. All notices required under this Agreement shall be in writing and shall be transmitted by certified mail, return receipt requested (postage prepaid) as follows:

to the Licensee at: Commissioner of Administrative Services
Department of Administrative Services
450 Columbus Boulevard, Suite 1501
Hartford, CT 06103

with a copy to: Department of Administrative Services
Administrator, Statewide Leasing and Property Transfer
450 Columbus Boulevard, Suite 1402
Hartford, CT 06103

to the Licensor at : Town of Killingly
172 Main Street
Danielson, CT 06239
Attention: Town Manager

c. This Agreement, whatever the circumstances, shall not be binding on the Licensor or Licensee unless and until approved by the Office of the Attorney General of the State of Connecticut and delivered to the Licensor.

d. This Agreement may not be modified except in writing signed by both the Licensor and Licensee. Any modification of this Agreement or additional obligation assumed by either of the Licensor or the Licensee in connection with this Agreement shall be binding only if evidenced in a writing signed by the Licensor and the Licensee or an authorized representative of the Licensor or the Licensee, and approved by the Office of the Attorney General of the State of Connecticut.

e. The parties acknowledge and agree that nothing in this Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other section, this section shall govern.

f. This Agreement shall not be recorded on the Land Records.

g. The failure of the Licensee to insist upon the performance of any of the terms and conditions of this Agreement or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

h. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to the applicable parts of Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Licensor's request, the Licensee shall provide a copy of these orders to the Licensor.

i. The parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Licensor waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed as set forth below.

TOWN OF KILLINGLY

By: _____
Mary T. Calorio
Its Town Manager
Duly Authorized

Date signed: _____

STATE OF CONNECTICUT

By: _____
Noel Petra
Its Deputy Commissioner
Department of Administrative Services
Duly Authorized

Date signed: _____

Accepted:
THE JUDICIAL BRANCH

By: _____
Hon. Patrick L. Carroll III
Its Chief Court Administrator

Date signed: _____

Approved:
OFFICE OF POLICY AND MANAGEMENT:

By: _____
Melissa McCaw
Its Secretary

Date signed: _____

Approved:
STATE PROPERTIES REVIEW BOARD

By: _____
Edwin S. Greenberg
Its Chairman

Date signed: _____

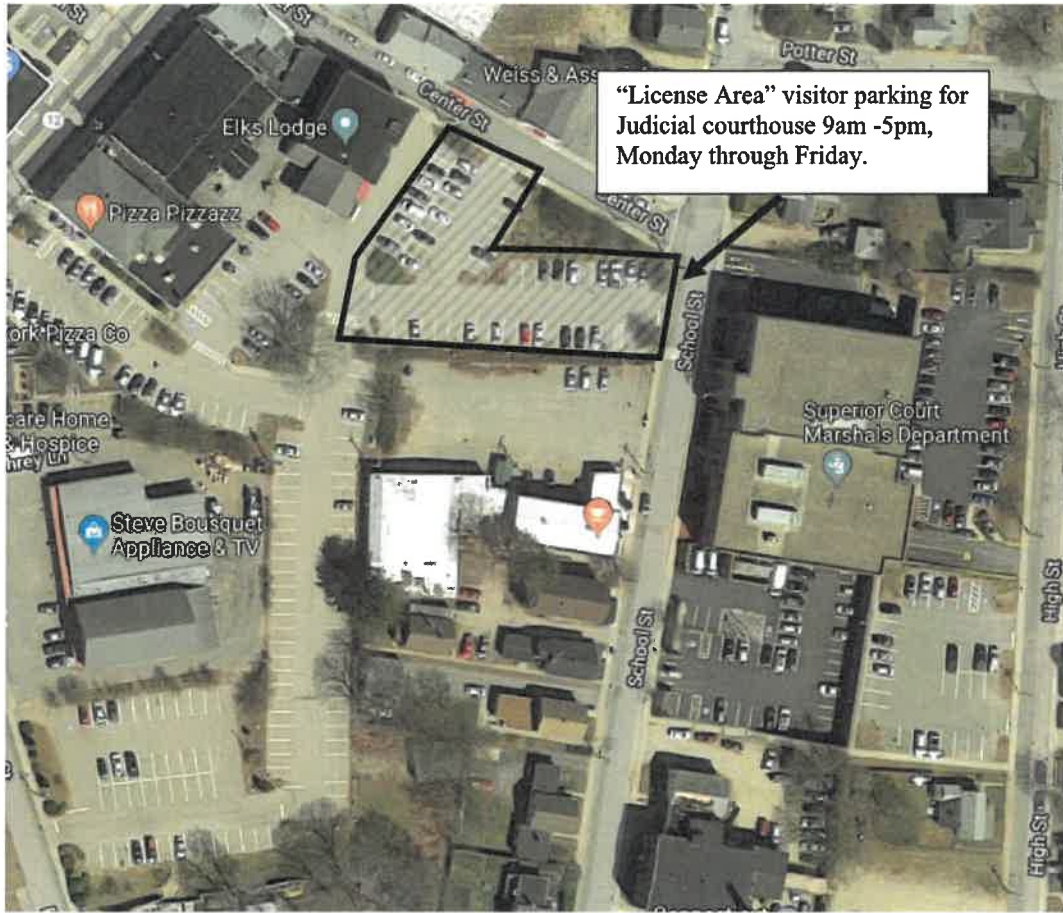
Approved:
OFFICE OF THE ATTORNEY GENERAL

By: _____
Joseph Rubin
Its Assistant Deputy Attorney General

Date signed: _____

EXHIBIT A

Center Street Municipal Parking Lot



INCUMBENCY CERTIFICATE

I, Elizabeth M. Wilson, certify that I am the duly appointed, qualified and acting Town Clerk of the Town of Killingly, a Connecticut municipality, and that as Town Clerk I am familiar with its officers.

I further certify that Mary T. Calorio is the duly appointed, qualified and acting Town Manager of the Town of Killingly and that she now holds that office, and has held that office since _____; and as Town Manager she has the authority to sign contracts on behalf of the Town of Killingly.

I am signing this certificate on _____, 20____.

Elizabeth M. Wilson
Town Clerk
Town of Killingly



DEPARTMENT OF ADMINISTRATIVE SERVICES

12/17/20

RE: Alease agreement to provide continued use of parking spaces for the Judicial Branch at the Danielson Municipal Parking Lot

Dear Licensor:

Attached is the Lease Agreement for the above referenced location. Please **do not** make any changes to the document you receive. No changes will be allowed. Please **print all documents single-sided**. Be sure to execute the agreement in **blue ink** and return to me via email at mathew.longanecker@ct.gov. Please adhere to all the items listed below.

- 1) On page 9, sign and date where indicated.

The following items **must** also be signed and returned:

- 1) Contractor Authorization: Enclosed is a sample of an incumbency certificate which is acceptable to the Department of Administrative Services. **The sample template provided must be followed to insure acceptance by DAS and the Attorney General's Office.** Please complete and sign the document as required. Note: A certificate that is self-serving will not be accepted.
- 2) Contact Affidavit: Your signature and acknowledgment before Commissioner of the Superior Court or Notary Public is required.

Should you have any questions please contact me at mathew.longanecker@ct.gov or (860) 713-5604.

If you are currently a Licensor to the State, please also provide a **copy of the Certificate of Liability Insurance** for the subject property per the requirements in Section 6 of the License Agreement. **Note:** The State of Connecticut is to be named as an additional insured and the address of the property is to be included in the description section of the Certificate to insure proper processing.

Sincerely,

Mathew C. Longanecker, J.D., M.B.A.

AGENDA ITEM COVER SHEET

ITEM: Consideration and action on a resolution making recommendation to the U.S. Board on Geographic Names regarding an unnamed island in Killingly Pond.

ITEM SUBMITTED BY: Mary T. Calorio, Town Manager

FOR COUNCIL MEETING OF: January 12, 2021

TOWN MANAGER APPROVAL:



ITEM SUMMARY: The U.S. Board of Geographic Names received the attached application to formally name an unnamed island located at the south end of Killingly Pond. The application was filed by Daniel Galgano of South Salem, NY. The name proposed is June Hopkin-McCormack. The applicant outlines his reasoning for this request. The U.S. Board of Geographic Names has included their policies regarding domestic geographic names. One of the requirements by the U.S. Board on Geographic Names for a commemorative name is *“the person being honored should have had either some direct or long-term association with the feature, or have made a significant contribution to the area, community, or State in which it is located”*. (See attached policy). I reached out to the Town Historian, Margaret Weaver, to determine if we have any local records reflecting local contributions in the area or community. Ms. Weaver was unaware of any connection with the individual or family. She researched several areas to find information and was unsuccessful. Ms. Weaver also included an article in the Killingly Villager asking for anyone with additional information to contact her. She did not receive any responses. In the Town’s GIS and assessment system the island is included in the Killingly Pond parcel owned by Chestnut Hill Reservoir Co.

The McCormack family owns a property on Dam Road. I reached out to several of the family members to get more information we might be able to verify. Unfortunately, we did not receive a response to our inquiries.

FINANCIAL SUMMARY: N/A

STAFF RECOMMENDATION: Approval of the Resolution

TOWN ATTORNEY REVIEW: N/A

COUNCIL ACTION DESIRED: Action on the Resolution

SUPPORTING MATERIALS:

- Resolution**
- U.S. Board on Geographic Names Recommendation Form
- Case Brief and application
- Domestic Geographic Names Policies
- GIS Map of parcel

U.S. BOARD ON GEOGRAPHIC NAMES
GEOGRAPHIC NAME PROPOSAL RECOMMENDATION

Proposed Geographic Name McCormack Island

This is to notify the U.S. Board on Geographic Names that the:

Town of Killingly Town Council
(Name of government entity, organization, or individual)

recommends that the U. S. Board on Geographic Names:

- ☐ **Approve the Proposed Name**
☐ **Reject the Proposed Name**
☐ **Take Action as Specified Below**
☐ **Render a Decision Without Our Recommendation**

Comments (the following factors contributed to this recommendation; attach supporting documentation if appropriate):

KILLINGLY TOWN COUNCIL

Jason Anderson
Chairman

Dated at Killingly, Connecticut
this 12th day of January 2021

Attest: I, Elizabeth Wilson, Town Clerk of the Town of Killingly, do hereby certify that the above is a true and correct copy of a resolution adopted by the Killingly Town Council at its duly called and held meeting on January 12, 2021, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect. I further certify that Mary T. Calorio now holds the office of Town Manager and that she has held that office since March 11, 2019.

Elizabeth Wilson, Town Clerk

Date

(Seal)



U.S. BOARD ON GEOGRAPHIC NAMES

GEOGRAPHIC NAME PROPOSAL RECOMMENDATION

Proposed Geographic Name McCormack Island

This is to notify the U.S. Board on Geographic Names that the:

Town of Killingly Town Council
(Name of government entity, organization, or individual)

recommends that the U. S. Board on Geographic Names:

- ☐ **Approve the Proposed Name**
- ☐ **Reject the Proposed Name**
- ☐ **Take Action as Specified Below**
- ☐ **Render a Decision Without Our Recommendation**

Comments (the following factors contributed to this recommendation; attach supporting documentation if appropriate):

<hr/>	<hr/>
(Name)	(Title)
<hr/>	<hr/>
(Address)	(Telephone)
<hr/>	<hr/>
(City, State, ZIP Code)	(E-mail)
<hr/>	<hr/>
(Signature)	(Date)

Return this form to: U.S. Board on Geographic Names
U.S. Geological Survey
523 National Center
Reston VA 20192-0523
Telephone: (703) 648-4552
Fax: (703) 648-4549
E-mail: BGNEXEC@usgs.gov

Approved

Promulgation authorized
Executive Secretary
Domestic Geographic Names

UNITED STATES
BOARD ON GEOGRAPHIC NAMES

CASE BRIEF (Domestic)

McCormack Island: island; 0.3 acre; in the Town of Killingly, at the S end of Killingly Pond, 1.2 mi. NW of Jerimoth Hill; the name commemorates June Hopkin-McCormack (1928-1993) & James Joseph McCormack (1926-1993), who owned the property and led a group of Boy Scouts to build a cabin and develop some of the area; Windham County, Connecticut; 41°51'32"N, 71°47'51"W; USGS map – East Killingly NE 1:24,000; Not: Blueberry Island.

https://geonames.usgs.gov/apex/gazvector.getesricoor?p_lat=41.858998&p_long=-71.797624

Proposal: new commemorative name for unnamed feature

Map: USGS map – East Killingly NE 1:24,000

Proponent: Daniel Galgano; South Salem, NY

Administrative area: None

Previous BGN Action: None

Names associated with feature:

GNIS: None found

Local Usage: Blueberry Island (proponent)

Published: None found

Case Summary: This proposal is to apply the new commemorative name McCormack Island to a 0.3-acre unnamed island at the southern end of Killingly Pond in the Town of Killingly in Windham County. Killingly Pond State Park Reserve is located along the west and southwest banks of the pond.

The new name would honor June Hopkin-McCormack (1928-1993) and James Joseph McCormack (1926-1993), residents of Yonkers, New York, who acquired property along the southern shore of Killingly Pond around 1912 and who led a group of Boy Scouts to build a cabin and develop some of the area. During their many visits to the property, the McCormacks recorded certain natural features of the lake (large stones, animal habitats, and sand beds), and according to the proponent, a beachhead from the shore allowed for access to the island. The property is still owned by members of the McCormack family. The proponent reports that the island is colloquially known as Blueberry Island but there is no published use of that name.

Proposed by: Daniel Galgano; South Salem, NY

Submitted by: same

Prepared by: Julie-Ann Danfora

Case ID: 5361

Reviewed by: J.Runyon

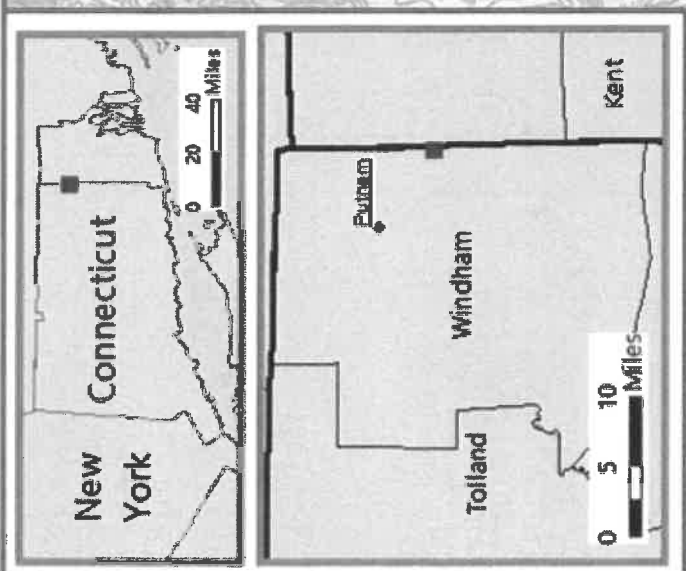
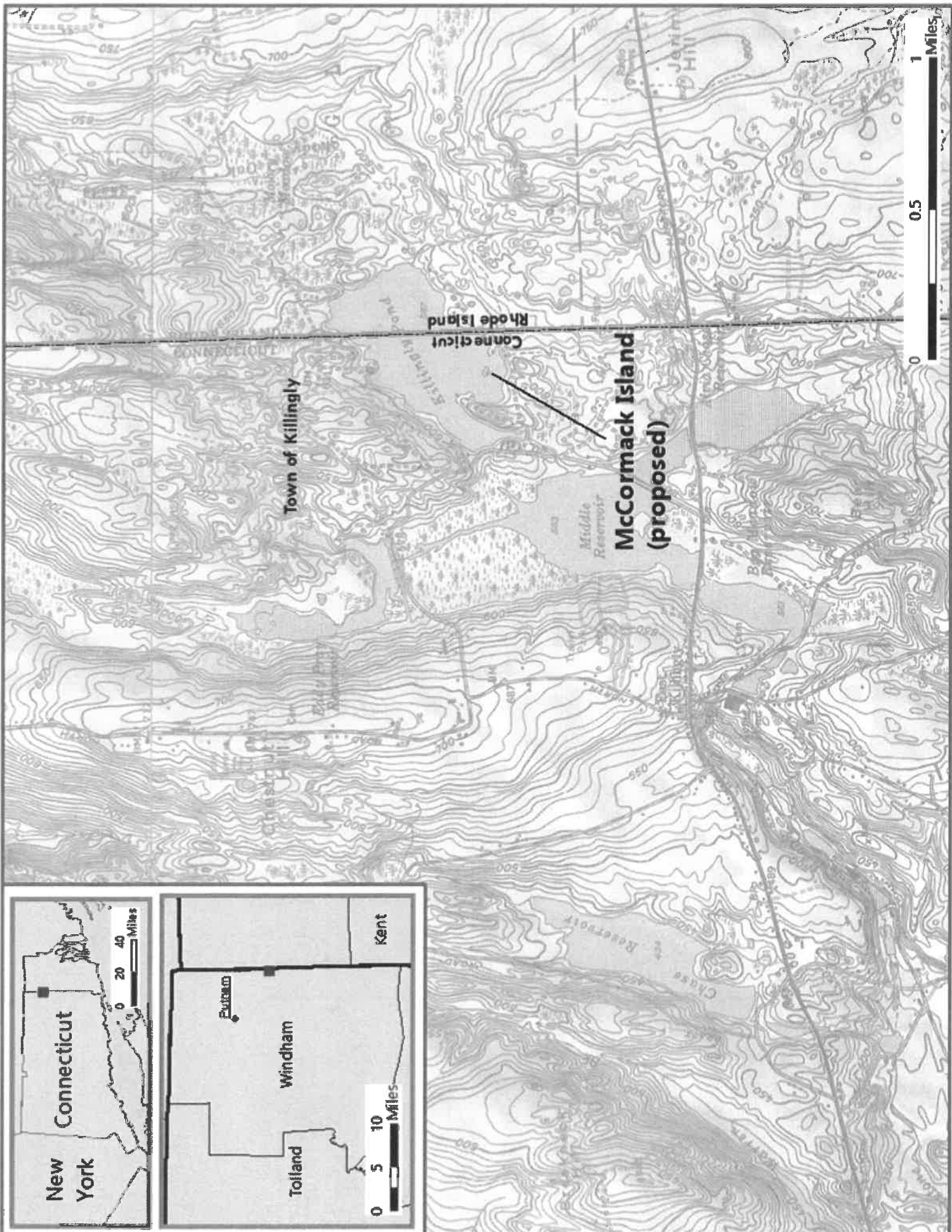
Date: 3/19/2020

Date: same

Date: 9/15/2020

Quarterly Review List: 441

Date: 9/29/20



APPENDIX C.

U.S. Department of the Interior
U.S. Geological Survey

Domestic Geographic Name Report

1. Use this form to recommend a feature name or to suggest a name change.

2. For features on Federal lands, coordinate requests with the agency (U.S. Forest Service, National Park Service, Bureau of Land Management, etc.) for the administrative area in which the feature is located.

3. On the reverse side of this form give information on the local usage and authority for recommended name.

4. For more information about the Geographic Names Information System or the National Gazetteer program, contact the U.S. Board on Geographic Names at 703-648-4544.

5. Return this form to:

Executive Secretary for Domestic
Geographic Names
U.S. Geological Survey
523 National Center
Reston, VA 20192

Action Requested:

☒ Proposed New Name

☐ Application Change

☐ Name Change

☐ Other

Recommended Name

June Hopkin-McCormack Island

State

Connecticut

County or Equivalent

Windham County

Administrative Area

Killingly, Connecticut

Specific Area Covered:

Latitude: 41 ° 41 ' 32.4 " **(N)**S

Longitude: 71 ° 47 ' 51.5 " **(W)**E

Mouth End Center

Latitude: ____ ° ____ ' ____ " N S

Longitude: ____ ° ____ ' ____ " W E

Heading End

Section(s) Northeast Township(s) Killingly, Connecticut Range(s) 11.858998 Meridian 71.797624 Elevation 178 ft/m

Type of Feature (stream, mountain, populated place, etc.): Island

Is the feature identified (including other names) in the Geographic Names Information System (GNIS)?

Yes

☒ No

Unknown

If yes, please indicate how it is listed: _____

Description of Feature (physical shape, length, width, direction of flow, etc.):

A small oval-shaped island near the South coast of the Killingly Pond State Park Reserve in Killingly, CT. There are

a small amount of blueberry bush on the edges of the island, and is surrounded by a rocky coast

Maps and Other Sources Using <u>Recommended</u> Name (include scale and date)	Other Names (variants)	Maps and Other Sources Using Other Names or Applications (include scale and date)
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A

Name Information (such as origin, meaning of the recommended name, historical significance, biographical data (if commemorative), nature of usage or application, or any other pertinent information):

Is the recommended name in local usage?

Yes

☒ No

If yes, for approximately how many years? _____

Is there local opposition to, or conflict, with the recommended name?

Yes

☒ No

(If yes, explain)

For proposed new name, please provide evidence that feature is unnamed:

No label or name found via the GNIS, Google Earth, local records, or other record.

Additional information:

Copy Submitted By (name):	Title	Telephone (day)	Date
Daniel P. Galgano	Mr	(914) 417-0290	19 March 2020
Company or Agency	Address (City, State, and ZIP Code)		
N/A	197 Ridgefield Avenue, South Salem, NY, 10590-1713		
Copy Prepared By (if other than above):	Title	Phone (day)	Date
N/A	N/A	N/A	N/A
Company or Agency	Address (City, State, and ZIP Code)		
N/A	N/A		

Authority for Recommended Name	Mailing Address and Telephone	Occupation	Years in Area
Seasonal Local Resident	197 Ridgefield Avenue, South Salem, NY, 10590-1713	Student	16
	(914) 417-0290		

CHAPTER 3. DOMESTIC GEOGRAPHIC NAMES POLICIES

Policy III. Commemorative Names

Human influence on the land has taken many forms. One of the more prominent forms has been the association of people's names with the landscape. This has resulted in the adoption of many personal names and nicknames for identifying geographic features, such as mountains and streams.

Sec. 1 The BGN will consider proposals to apply names or nicknames of deceased persons to geographic features in the United States and areas under its jurisdiction. The BGN will only accept proposals for names that are intended to honor a person or persons deceased at least five years. The BGN will disapprove names that could be construed to honor living persons.

Sec. 2 The person being honored should have had either some direct or long-term association with the feature, or have made a significant contribution to the area, community, or State in which it is located.

Sec. 3 A proposal commemorating an individual with outstanding national or international recognition may be approved even if the person was not directly associated with the geographic feature.

Sec. 4 A proposal to revise or eliminate an existing personal commemorative name will usually be disapproved unless the proponent presents a compelling justification.

Sec. 5 The BGN discourages the use of an individual's full name in a feature name. Exceptions are occasionally made to avoid ambiguity (see Policy IX. Long Names, Sec. 2).

Sec. 6 Commemorative name proposals must meet the same basic criteria required of other name proposals.

Guidelines

A proposal to commemorate an individual should include evidence of local support for the proposed name and its application. Such evidence may be in the form of letters from the appropriate governing authorities and local residents, as well as, where appropriate, from historical societies, service organizations, etc.

The proponent must provide biographical information about the intended honoree(s), including his/her full name(s), death date(s), and evidence of any association with the feature proposed for naming (e.g., any evidence of local civic contribution). If the intended honoree has not been deceased at least five years, the proposal will be returned to the proponent with a request that it be resubmitted once the waiting period has passed.

CHAPTER 3. DOMESTIC GEOGRAPHIC NAMES POLICIES

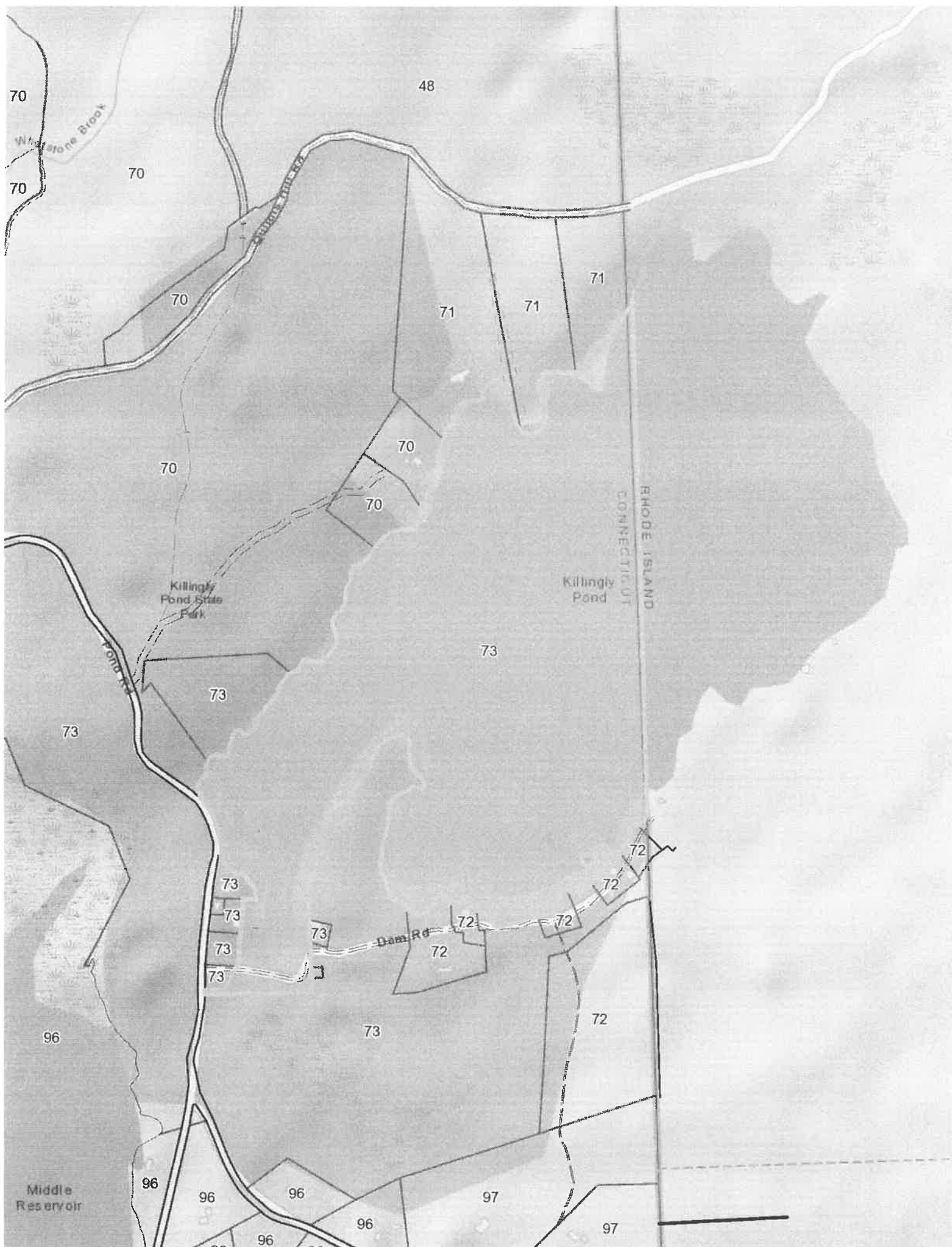
Examples of past decisions by the BGN have indicated “direct association” or “significant contribution” when the person being commemorated was:

- an early or long-time resident,
- a developer, restorer, or maintainer of the feature,
- a donor of land to local, State, Tribal, or Federal governments, and
- a person who played a large part in protecting the land for public benefit.

A person’s death on or at a feature, such as in a mountaineering accident or automobile or plane crash, does not necessarily meet the “direct association” criterion.

The BGN recognizes that personal names are often linked to an individual or family whose name has come to be associated with the feature. Commemoration in these cases may be appropriate. Ownership or management of the land or the feature may not meet the “significant contribution” criterion.

This policy does not apply to proposals for pets (nonhumans) (see Policy XII. Animal Names).



AGENDA ITEM COVER SHEET

ITEM: Consideration and action on a resolution authorizing a transfer of \$100,000 from the sale proceeds 125 Putnam Pike to the Economic Development Revolving Loan Fund and the establishment of said fund

ITEM SUBMITTED BY: Mary T. Calorio, Town Manager

FOR COUNCIL MEETING OF: January 12, 2021

TOWN MANAGER APPROVAL:



ITEM SUMMARY: This item would authorize a transfer of \$100,000 from the proceeds received by the sale of 125 Putnam Pike to a newly created Economic Development Revolving Loan Fund. The Town received \$289,000 for the sale of land located at 125 Putnam Pike. Historically, the proceeds from the sale of Town property has been appropriated to the Economic Development Trust. Usually this appropriation takes place at the same time as the adoption to sell the property. The ordinance authorizing the sale of this Town property did not designate the proceeds to any source. Absent that designation the proceeds, they are recognized as revenue in the General Fund.

The proposal of this Revolving Loan Fund is to assist small businesses in either start up or expansion funding. I have attached the proposed application and guidelines which outlines the criteria for qualification for the program. This initial phase of the program will focus on the Central Business District in Danielson. The intent is to focus the development in this area which aligns with the action items in the Town's Plan of Conservation and Development as well as the Town Council's goal of filling out Main Street. As the fund continues, additional phases would be evaluated to address other business concentration areas within Town.

Applications will be reviewed by a three-member panel to include the Economic Development Director, a member of the Economic Development Commission, and a member of the Killingly Business Association. Each member will have an assigned alternate to be used in case of a conflict of interest. After this initial panel review, the application will be reviewed by the Town's banking partner, Bank Hometown, for credit worthiness and financial stability.

The Economic Development Commission reviewed this proposal at their meeting on January 5, 2021. They unanimously recommended this fund to the Town Council for approval.

FINANCIAL SUMMARY: The proceeds from the sale of 125 Putnam Pike was \$289,000.

STAFF RECOMMENDATION: Approval of the Resolution

TOWN ATTORNEY REVIEW: N/A

COUNCIL ACTION DESIRED:

Action on the Resolution

SUPPORTING MATERIALS:

- Resolution
- Revolving Loan Application Guidelines
- Revolving Loan Application

Resolution #21-03

**RESOLUTION AUTHORIZING A
TRANSFER OF \$100,000 FROM THE SALE PROCEEDS OF 125 PUTNAM PIKE
TO THE ECONOMIC DEVELOPMENT REVOLVING LOAN FUND AND THE
ESTABLISHMENT OF SAID FUND**

WHEREAS, the Town Manager is requesting that the sum of \$100,000 be transferred from the sale proceeds of 125 Putnam Pike to a newly created Economic Development Revolving Loan Fund for small business loans related to start-up or expansion be transferred within the Fiscal Year 2020-2021 Budget as follows:

From: Revenue	
Miscellaneous (40605)	\$100,000
To: The Economic Development Revolving Loan Fund (TBD)	\$100,000

AND, WHEREAS, the Town Manager herein certifies that said sum of \$100,000 is unencumbered within the account specified; now

THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that the sum of \$100,000 is hereby transferred as described above.

KILLINGLY TOWN COUNCIL

Jason Anderson
Chairman

Dated at Killingly, Connecticut
this 12th day of January 2021

Attest: I, Elizabeth Wilson, Town Clerk of the Town of Killingly, do hereby certify that the above is a true and correct copy of a resolution adopted by the Killingly Town Council at its duly called and held meeting on January 12, 2021, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect. I further certify that Mary T. Calorio now holds the office of Town Manager and that she has held that office since March 11, 2019.

Elizabeth Wilson, Town Clerk

Date

(Seal)



MAIN STREET REVITALIZATION
KILLINGLY

DOWNTOWN PROGRAM

Revolving Loan

Administered and Serviced by


bankHometown

Revolving Loan Checklist

Initial Meeting Date _____

- ☐ Application
- ☐ Personal Financial Statements
- ☐ Business Tax Returns
- ☐ Business Financial Statements
- ☐ Business Assets
- ☐ Balance Sheets and P&L Statements
- ☐ AR and AP Statements
- ☐ Business Plan
- ☐ P&L Projections
- ☐ Cash Flow Projections

Follow-Up Meeting Date: _____

1. _____
2. _____
3. _____

Closing Date _____

SUMMARY

The revolving loan program is intended to provide the incentive for businesses to locate or expand in the Downtown Revitalization Area by offering favorable term financing to qualified businesses. Through financial and business mentoring, this program element will actively strive to assist businesses become and remain successful. The expected outcomes include populating the downtown with new and expanding businesses, increasing the numbers of new employees with higher levels of disposable income, increasing the tax base and reducing the number of vacancies in downtown buildings.



CONTACT INFORMATION:

EDC:

Jill St. Clair, Director
172 Main Street
Killingly, CT 06239
(w) 860-779-5342
(c) 860-908-2497
jstclair@killinglyct.gov

bankHometown:

Kim Sweet, Branch Manager
3 Central Street
Killingly, CT 06239
(w) 860-774-7733
ksweet@bankhometown.com

Additional information
about the program can be
found on the Town of
Killingly website:
www.killinglyct.gov

REQUIREMENTS FOR LOAN PACKAGE

For both existing and startup businesses please provide:

- Loan Application (see attached)
- Personal Financial Statement (for all owners)
- Personal Tax Returns
- Application Fee of \$250.00
- Other Information as required

In addition, existing businesses moving to Main Street are required to provide:

- Business Financial Statements- 2 years plus YTD
 - Include a complete list of all business assets
 - Balance Sheet and Profit & Loss Statements (Year-End and Year-to-Date)
 - Current Accounts Receivable and Accounts Payable Aging Statements

Startup businesses are required to provide:

- Business Plan* – 3 years- Projected Pro Forma
 - Income Statement (Profit & Loss statement)
 - First Year by month
 - Second and third year by quarter
- Projected Cash Flow Summary
 - First year by month
 - Second and third year by quarter

* A business plan precisely defines your business, identifies your goals and serves as your firm's resume. Its basic components include a current and pro forma balance sheet, an income statement and a cash flow analysis. It helps you allocate resources properly, handle unforeseen complications, and make the right decisions. Because it provides specific and organized information about your company and how you will repay borrowed money, a good business plan is a crucial part of any loan package. Additionally, it can tell your sales personnel, suppliers and others about your operations and goals.



DOWNTOWN REVITALIZATION REVOLVING LOAN PROGRAM

PURPOSE:

The revolving loan program is intended to provide the incentive for businesses to locate or expand in the Downtown Revitalization Area by offering favorable term financing to qualified businesses. Through financial and business mentoring, this program element will actively strive to assist businesses become and remain successful.

ELIGIBLE APPLICANTS

Eligible applicants include screened and qualified businesses with business plans that demonstrate a high probability of success. These businesses include but are not limited to entrepreneurial, start-up businesses, new to market businesses and expanding current market business.

This program is not designated to support municipal or social service delivery.

APPLICATION

INSTRUCTIONS: Complete this form and return with attachments to: **KILLINGLY, CT- Revolving Loan Program**

**172 Main Street
Killingly, Connecticut 06239
860-779-5342**

Please type or print; must be completed in full

1. The Applicant

Applicant name: _____
Applicant mailing address: _____
Applicant phone #s: _____
Applicant e-mail: _____
Applicant's Bank: _____
Business Insurance Carrier: _____
Business Attorney: _____
Business Accountant: _____

2. Do You Own This Property?

Municipal Address for property: _____
Ownership Entity: _____
Square feet of space affected: _____

3. The Business If Application is other than Real-Estate Based

Municipal Address for business: _____
Planned use for property (NAICS): _____
Square feet of space affected: _____
Location within building (floor): _____

Summarize the history and planned operation of the business including the experience of the principles, the marketing and expansion plan, business viability

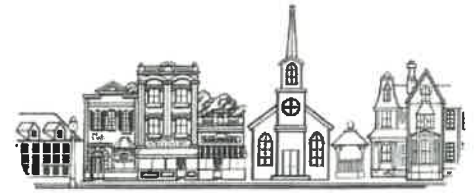
(Attach separate documents)

4. Funding

Description of use of funds (summary)

Total Debt/Equity

Amount of funds requested	\$ _____	Source	_____
Owner Equity	\$ _____		
Other Debt	\$ _____		
Source of other	\$ _____		
Total estimated cost	\$ _____		



MAIN STREET REVITALIZATION
KILLINGLY

5. The Lease

Do you have a lease in place for this space? ____ Yes ____ No

Is this space residential, commercial, or mixed? Explain

6. Other (if commercial)

Type of product or service

Days and hours of operation:

Days open _____

Hours open _____

Employment Data

	Current	New
--	---------	-----

Number of full time employees	_____	_____
-------------------------------	-------	-------

Number of part time employees	_____	_____
-------------------------------	-------	-------

Number of per-diem employees	_____	_____
------------------------------	-------	-------

Other (if residential)

Number of residential units _____

Average size of each unit _____

Number of bedrooms _____

Number of bathrooms (full/half) _____

7. The Project Fit

How will your project/business enhance the area in which it is located and how will your project/business complement other properties/uses within the area?

ELIGIBLE USES OF FUNDS

Eligible uses for these loans include office, commercial, retail, recreation, and water dependent businesses and can include

- Workspace improvements
- Acquisition of equipment
- Acquisition of inventory
- Working capital (limited amount)
- Other uses will be considered on a case-by-case basis as zoning allows

**This fund can
NOT be used to
purchase property.**

ADDITIONAL HELP

For questions or help completing this portion of the application, please contact Killingly Economic Development:

860-779-5342
172 Main Street Killingly,
CT 06239



APPROVAL PROCESS

Once the application has been determined complete and applicants pass the preliminary screening process, the application is forwarded to the evaluation and selection process of the loan administrator. The loan administrator evaluates the application based on the following criteria:

- Eligible applicants will be evaluated based on factors and criteria defined by the loan administrator's underwriting processes
- Fiscal impacts
- Employment levels and quality of jobs
- Community goals
- Financial need of applicant

Additional information about this and other programs can be found on the Town of Killingly website: www.killinglyct.gov

Certifications:

Are all real estate and personal property taxes due to the Town of Killingly and other municipalities paid in full?

☐ Yes ☐ No (please explain on supplemental sheet)

Are all Town Loan Program payments paid up to date?

☐ Yes ☐ No (please explain on supplemental sheet) ☐ N/A

Have you been cited for any zoning, building or property maintenance code violations that remain uncorrected and are not addressed by this project?

☐ Yes (please explain on supplemental sheet) ☐ No

Are you involved in any litigation with the Town of Killingly?

☐ Yes (please explain on supplemental sheet) ☐ No

If the applicant is approved for this program, loan proceeds will be provided directly to the applicant through the loan administrator.

I certify by my signature that the information provided in this application is true and accurate.

Printed Name of Applicant

Title

Signature

Date

Printed Name of Co-Applicant

Title

Signature of Co-Applicant

Date

Notes:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is a small dark speck near the top center of the page. The paper appears to be part of a notebook or a set of loose-leaf papers.



**MAIN STREET REVITALIZATION
KILLINGLY**

DRAFT



0 200 400 600



September 14, 2020



**DOWNTOWN REVITALIZATION REVOLVING LOAN PROGRAM
FOR MAIN STREET REVITALIZATION
APPLICANT GUIDELINES**

ELIGIBLE APPLICANTS: Eligible applicants for these funds include qualified businesses with business plans that demonstrate a high probability of success. These businesses include but are not limited to:

- Entrepreneurial businesses
- Start-up businesses
- New to the market businesses
- Expanding current market businesses
- Attraction based businesses

To be considered for funding applicants must

- Be current and remain current with municipal taxes, utility payments and mortgages
- Be able to provide proof of collateral/personal guarantee if required
- Have a viable business plan and pro-forma statements that demonstrates sustainability
- Be able to meet financial obligations
- Certify that they are not involved in any litigation with the Town of Killingly

THE APPLICATION FORM

The Applicant	Each application must be submitted by a lead applicant, the owner of the building or business requesting funds. The lead applicant must meet the eligibility requirements, submit the application with attachments, and assume full responsibility for the awarded funds.
The Property	The property must be located in the defined program area known as 'Downtown' (see attached inventory and map).
The Project	Provide a descriptive summary of the business/project; the details will be in a viable business and marketing plan. Discuss key action plans, schedule for completion and milestones, and the impact the business/project will have on the downtown. Describe how the funds will be used.

Funding	<p>State the amount of funding you are requesting and provide a general outline of the budget. State the amount and source of other private investment in the business/project.</p> <p>The business plan should include a detailed budget and cash flow.</p>
The Lease	<p>The intent of this program is to provide incentive for business to locate and stay in the downtown. You will need to provide either a letter of intent to lease or an executed lease; three or more year terms are preferred, others will be considered on a case by case basis.</p>
The Business	<p>Provide a brief description of your business including hours of operation, the type of product or service, and the level of employment.</p>
The Project Fit	<p>Provide a brief description of how your business/project will benefit the area in which it is located.</p> <p>In addition to a complete application form applicant will be requested to provide:</p>
Required Documents	<ul style="list-style-type: none"> • Proof that applicant is current with taxes, utility payments, and mortgages • Business and Marketing Plan • Projected cash flow and pro-forma statements for the business • Status of lease agreement comprising letter of intent or executed lease documents • Other documents as required by loan administrator

INVENTORY: REVITALIZATION PROGRAM AREA

CENTRAL BUSINESS DISTRICT: Inclusive

STREET	FROM LOCATION	TO LOCATION
Academy Street	2	39
Center Street	7	24
Central Street	3	14
Commerce Avenue	3	119
Furnace Street	8	31
Main Street	37	210
School Street	94	143
Union Street	9	11
Water Street	3	88

The above list of properties reflects the status carried in the Killingly Assessor's database as of July 1, 2020.

AGENDA ITEM COVER SHEET

ITEM: Consideration and action on a resolution to introduce and set a Public Hearing for February 9, 2021 on an ordinance to authorize a Transfer from the sale proceeds of 125 Putnam Pike to the Economic Development Trust

ITEM SUBMITTED BY: Mary T. Calorio, Town Manager

FOR COUNCIL MEETING OF: January 12, 2021

TOWN MANAGER APPROVAL:



ITEM SUMMARY: This item sets the public hearing for the proposed transfer of \$189,000 from proceeds from the sale of 125 Putnam Pike to the Economic Development Trust. Historically the Town has transferred the proceeds from the sale of Town property to the Economic Development Trust to be used toward future development and programs. The total proceeds received from this sale was \$289,000. The Town has requested \$100,000 of this to be transferred to a newly established Economic Development Revolving Loan Fund leaving the remaining \$189,000 undesignated.

FINANCIAL SUMMARY This request would authorize the transfer of \$189,000 from Miscellaneous Revenue in FY 20/21 to the Economic Development Trust Fund. The current balance of the Economic Development Trust is \$158,650. This transfer would increase the balance to \$347,650.

STAFF RECOMMENDATION: Approval of Resolution

TOWN ATTORNEY REVIEW: N/A

COUNCIL ACTION DESIRED: Action on the Resolution

SUPPORTING MATERIALS:

- Resolution

Resolution #21-04

**RESOLUTION TO SET A PUBLIC HEARING FOR FEBRUARY 9, 2021 ON AN
ORDINANCE AUTHORIZING A TRANSFER OF \$189,000 TO THE
ECONOMIC DEVELOPMENT TRUST FROM THE SALE PROCEEDS OF 125
PUTNAM PIKE**

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that the following ordinance be scheduled for a public hearing on Tuesday, February 9, 2021 at 7:00 p.m. The public hearing will be held virtually on WebEx. Call information will be posted on the Town's website at www.killinglyvt.gov:

**AN ORDINANCE AUTHORIZING A TRANSFER OF \$189,000 TO THE
ECONOMIC DEVELOPMENT TRUST FROM THE SALE PROCEEDS OF
125 PUTNAM PIKE**

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that a transfer of \$189,000 be transferred to the Economic Development Trust.

BE IT FURTHER ORDAINED that the source of said transfer shall be from the proceeds of the sale of 125 Putnam Pike and the Town Manager has further certified that said sum of \$189,000 is unencumbered within the account specified

KILLINGLY TOWN COUNCIL

Jason Anderson
Chairman

Dated at Killingly, Connecticut
This 12th day of January 2021

Attest: I, Elizabeth Wilson, Town Clerk of the Town of Killingly, do hereby certify that the above is a true and correct copy of the resolution adopted by the Killingly Town Council at its duly called and held meeting on January 12, 2020, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect. I further certify that Mary T. Calorio now holds the office of Town Manager and that she has held that office since March 11, 2019.

Elizabeth Wilson, Town Clerk

Date

(Seal)

AGENDA ITEM COVER SHEET

ITEM: Consideration and action on a resolution authorizing a 2020-2021 Budgetary Transfer of up to \$18,000 from Contingency to the Community Center Contractual Services budget for a renewed feasibility study to relocate the Community Center to Westfield Ave.

ITEM SUBMITTED BY: Mary T. Calorio, Town Manager

FOR COUNCIL MEETING OF: January 12, 2021

TOWN MANAGER APPROVAL:



ITEM SUMMARY: This item would authorize a 2020-2021 budget transfer of up to \$18,000 from the Contingent Account to the Contractual Services Account in the Community Center Budget. As previously reported, one of the Community Center's hot water tanks failed and there has been a recent issue with squirrels in the building. The hot water issue has been resolved by isolating the remaining hot water tank for operations. The Town has taken every step to remove the squirrels from the building. One of the significant challenges is the deterioration of the gutters and soffits. This leaves openings to the outside which can be inviting to our neighborhood furry friends. The previous construction numbers have expired. Also, I've had conversations with the State Office of School Construction and there are potential grant opportunities. I've contacted Antinozzi Associates to provide a proposal to prepare updated project costs and explore grant opportunities. The proposed fee is \$16,500. The request of up to \$18,000 includes contingency for reimbursable expenses.

FINANCIAL SUMMARY: During the budgetary process, the Town Council included an additional \$50,000 in the Contingency Account specifically for evaluations for the Community Center. The Contingency Account has a current balance of about \$267,804. If approved, the balance in the contingent account after this transfer will reduce the balance to \$249,804.

STAFF RECOMMENDATION: Approval of the Resolution

TOWN ATTORNEY REVIEW: N/A

COUNCIL ACTION DESIRED: Action on the Resolution

SUPPORTING MATERIALS:

- Resolution

**RESOLUTION AUTHORIZING A 2020-2021 BUDGETARY
TRANSFER OF UP TO \$18,000 FROM CONTINGENCY TO THE COMMUNITY
CENTER, CONTRACTUAL SERVICES BUDGET FOR A RENEWED
FEASIBILITY STUDY TO RELOCATE THE COMMUNITY CENTER TO
WESTFIELD AVE**

WHEREAS, the Town Manager is requesting that the sum of up to \$18,000 to perform a renewed feasibility study for the relocation of the Community Center to Westfield Ave be transferred within the Fiscal Year 2020-2021 Budget as follows:

From: The Special Reserves & Programs Budget	
Contractual Services – Contingent Account (63-50241)	\$18,000
To: The Community Center Budget	
Contractual Services – Support (36-50208)	\$18,000

AND, WHEREAS, the Town Manager herein certifies that said sum of up to \$18,000 is unencumbered within the account specified; and

WHEREAS, such transfers are for necessary expenditures in the account specified; now

THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that the sum of up to \$18,000 is hereby transferred as described above.

KILLINGLY TOWN COUNCIL

Jason Anderson
Chairman

Dated at Killingly, Connecticut
this 12th day of January 2021

Attest: I, Elizabeth Wilson, Town Clerk of the Town of Killingly, do hereby certify that the above is a true and correct copy of a resolution adopted by the Killingly Town Council at its duly called and held meeting on January 12, 2021, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect. I further certify that Mary T. Calorio now holds the office of Town Manager and that she has held that office since March 11, 2019.

Elizabeth Wilson, Town Clerk

Date

(Seal)